

April 9, 2016 to June 12, 2020

MEMORANDUM OF UNDERSTANDING

CITY OF SANTA CRUZ

AND

CITY OF SANTA CRUZ TEMPORARY SERVICE EMPLOYEES

S.E.I.U. LOCAL 521

April 9, 2016 to June 12, 2020
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CITY OF SANTA CRUZ AND CITY OF SANTA CRUZ TEMPORARY
SERVICE EMPLOYEES
S.E.I.U. LOCAL 521

SECTION 1.00	PREAMBLE	1
SECTION 2.00	TERM	1
SECTION 3.00	NO ABROGATION OF RIGHTS.....	1
SECTION 4.00	PAST PRACTICES	2
SECTION 5.00	RECOGNITION	2
SECTION 6.00	NO DISCRIMINATION	2
SECTION 7.00	UNION SECURITY AND UNION RIGHTS	3
7.01	Agency Shop.....	3
7.02	Memorandum of Understanding - Printing and Distribution	3
7.03	Union Notification.....	4
7.04	Bulletin Boards and Department Mail.....	4
7.05	Time Off for Union Officials.....	4
7.05.01	Meet and Confer or Consult Sessions	4
7.05.02	Union Stewards	4
7.05.03	Chief Stewards	5
7.05.04	Union Leave	5
7.06	Access to City Facilities	5
7.07	Membership List.....	5
7.08	Area Meetings.....	5
7.09	C.O.P.E. Deduction	6
SECTION 8.00	SALARY STEPS, PERSONNEL FILES AND PERFORMANCE	
EVALUATIONS	6	
8.01	Personnel Files.....	6
8.01.01	Performance Evaluations.....	6
8.01.02	Late Evaluations.....	7
8.02	Salary Step Placement and Advancement within the Range.....	7
8.02.01	Salary Rates Upon Appointment.....	7
8.02.02	Advancement within the Salary Range	8
SECTION 9.00	WORK ASSIGNMENTS	8
9.01	Work Shifts.....	8
9.02	Lunch Period.....	9
9.03	Rest Periods	9
SECTION 10.00	SALARY.....	9
10.01	Salary upon Return to Temporary Employment.....	9
10.02	Salary Step When Hired Into a Regular Position	9
10.02.01	Credit Towards One (1) Year Probation When Hired Into a Regular Position.....	9
10.03	EMT Differential	10
10.04	Bilingual Differential.....	10

SECTION 11.00	SENIORITY	10
SECTION 12.00	OVERTIME	10
SECTION 13.00	BEREAVEMENT LEAVE.....	10
13.01	Jury Duty	11
13.02	Blood Donation.....	11
13.03	Workers' Compensation.....	11
SECTION 14.00	IN-LIEU PAID TIME.....	11
SECTION 15.00	SICK LEAVE	12
SECTION 16.00	CAREER ADVANCEMENT.....	13
16.01	Job Opening Announcements.....	13
16.02	Training and Cross Training.....	13
16.03	Reimbursement for Licenses and Certificates.....	13
16.04	Absence for Examination	14
SECTION 17.00	SAFETY	14
17.01	Safety Committee	14
17.02	Safety Equipment/Uniforms.....	14
SECTION 18.00	BENEFITS.....	15
18.01	Health Care Reimbursement.....	15
18.02	Bus Passes.....	15
18.03	CalPERS Long Term Care	15
18.04	Medicare	15
18.05	Alternative Transportation Incentive Program.....	15
SECTION 19.00	GRIEVANCE PROCEDURE.....	15
19.01	Purpose	15
19.02	Definition.....	16
19.03	Limitations.....	16
19.04	Procedures	16
19.04.01	Step I.....	16
19.04.02	Step II	16
19.04.03	Step III.....	17
SECTION 20.00	DISCIPLINE.....	17
SECTION 21.00	WRITTEN REPRIMANDS.....	17
SECTION 22.00	LABOR/MANAGEMENT COMMITTEE	18
SECTION 23.00	AUTHORIZED AGENTS.....	18
SECTION 24.00	RENEGOTIATIONS.....	18
24.01	Successor Negotiations	19
SECTION 25.00	SEVERABILITY	19
EXHIBIT A		
	List of Classifications in Temporary Service Employees Bargaining Unit.....	21
EXHIBIT B		
	Santa Cruz City Council Statement of Equal Employment Opportunity and Non-Discrimination Policy	23
EXHIBIT C		
	Discrimination/Harassment Policy Implementation and Complaint Procedure	27

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April 9, 2016 to June 12, 2020
MEMORANDUM OF UNDERSTANDING
CITY OF SANTA CRUZ AND CITY OF
SANTA CRUZ TEMPORARY SERVICE EMPLOYEES, S.E.I.U., LOCAL 521

SECTION 1.00 PREAMBLE

This Memorandum of Understanding between the City of Santa Cruz (hereinafter referred to as the City) and the City of Santa Cruz Temporary Service Employees, Service Employees' International Union, SEIU Local 521, (hereinafter referred to as the Union), represents the agreement between the parties related to temporary employees, and is binding under Section 3505.1 of the Government Code.

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

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

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

SECTION 2.00 TERM

The term of this agreement shall begin on April 9, 2016 and shall fully terminate on June 12, 2020.

SECTION 3.00 NO ABROGATION OF RIGHTS

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

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

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

SECTION 4.00 PAST PRACTICES

The parties agree that they shall adhere to established labor relations principles in handling past practices. The parties agree that a past practice may be established if the practice meets all of the following:

1. The practice is unequivocal and consistently performed; and
2. The practice is clearly communicated by the City and acted upon by the Union or clearly communicated by the Union and acted upon by the City; and
3. The practice is readily identifiable over a reasonable period of time as a fixed and established practice accepted by both parties.

The parties agree in handling past practice issues within the scope of representation:

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

SECTION 5.00 RECOGNITION

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

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

SECTION 6.00 NO DISCRIMINATION

- A. The Union and the City agree to adhere to the City Council policies pertaining to equal opportunity employment and harassment prevention as listed in Exhibits B and C, as well as applicable Federal and State discrimination law.
- B. Neither the City, nor the Union, shall interfere with, intimidate, coerce or discriminate against City employees because of their exercising their right to form, join, and participate in the activities of the Union, or exercising their right to refuse to join or participate in the activities of the Union.

SECTION 7.00 UNION SECURITY AND UNION RIGHTS

7.01 Agency Shop

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

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

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

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

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

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

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

7.02 Memorandum of Understanding - Printing and Distribution

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

When a person is hired in any classification covered by this Memorandum of Understanding, the City shall notify the person that the Union is the recognized employee organization and of the agency shop provision. The City will provide that person with a copy of the current Memorandum of Understanding.

7.03 Union Notification

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

7.04 Bulletin Boards and Department Mail

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

7.05 Time Off for Union Officials

7.05.01 Meet and Confer or Consult Sessions

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

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

7.05.02 Union Stewards

The Union shall be authorized to designate employees within the unit as stewards, not to exceed five (5) in number and must furnish a list of these stewards to the Human Resource Department on a biannual basis (twice per year). If a designated steward is not available, temporary workers may utilize stewards from the regular bargaining unit. Stewards shall be allowed a reasonable amount of paid release time for the purpose of representing a unit employee within the steward's area of representation as shown below in the filing or processing of identified grievances as long as there is no disruption of work in the employee's division. The Union may designate an alternative representative when it deems appropriate. Stewards must first obtain permission through appropriate management channels before leaving their work or work location for such purposes, and release shall not be unreasonably denied. This provision shall be limited to periods of regular working hours. It is agreed the City shall not pay stewards for time spent in handling grievances when they are not regularly scheduled to work.

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

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

7.05.03 Chief Stewards

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

7.05.04 Union Leave

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

7.06 Access to City Facilities

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

7.07 Membership List

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

7.08 Area Meetings

The City shall provide employees a maximum of one and on-half (1 ½) hours of release time biannually (twice per year) to attend area Union general membership meetings. The one and one-half (1 ½) hours includes travel time to and from the meeting and cannot result in an adverse impact on City operations. The purpose of general membership meetings shall be to nominate and elect shop stewards and to provide a forum for Union communications. In addition, there may be a maximum of twelve (12) area meetings annually. Union representatives shall have access to City facilities during work hours to conduct such area meetings with employees. The Union shall notify the Human Resources Director at least ten (10) workdays in advance of the date, time, and location of each area meeting. No more than two (2) Union officials shall be provided release time to conduct these meetings.

7.09 C.O.P.E. Deduction

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

- A. Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by the City.
- B. Payroll deductions shall commence on the second pay period after the authorization is received by the City.
- C. Employees may sign up, change the amount of their contributions or discontinue their contributions at any time.
- D. The Union shall indemnify, defend and hold the City, its officers and employees harmless against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the City under the provisions of this section.

SECTION 8.00 SALARY STEPS, PERSONNEL FILES AND PERFORMANCE EVALUATIONS

8.01 Personnel Files

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

8.01.01 Performance Evaluations

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

Evaluations are intended to be a summary of the employee's performance over the course of the evaluation period. Evaluations are also to be used as a tool to motivate the employee to work at his/her highest capacity and to communicate and document the employee's level of performance. To this end, if the employee is still actively working at the time the evaluation is completed, the supervisor and the employee will meet and discuss work responsibilities, job standards and objectives, review progress and plan for the employee's future development prior to the evaluation being placed in the employee's personnel file. Employees who are not actively working at the time the evaluation is completed will be

mailed their evaluation to the last address provided to the City. Supervisors will make every attempt to address performance issues in a timely manner throughout the evaluation period and provide appropriate feedback to employees on an ongoing basis.

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

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

8.01.02 Late Evaluations

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

8.02 Salary Step Placement and Advancement within the Range

8.02.01 Salary Rates Upon Appointment

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

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

8.02.02 Advancement within the Salary Range

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

Hours worked in different Temporary Employee positions (different Grade Codes) accumulate separately for the purpose of the calculations described below, including multiple assignments within the Professional & Technical Assistant position (Grade Code 917).

Step increases for temporaries filling classified positions are as follows:

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

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

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

* Professional and Technical Assistants (Grade Code 917) will receive a 5% increase (in lieu of a step increase) in accordance with this schedule, not to exceed the top of their salary range.

SECTION 9.00 WORK ASSIGNMENTS

9.01 Work Shifts

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

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

9.02 Lunch Period

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

9.03 Rest Periods

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

SECTION 10.00 SALARY

A. Effective the first pay period after ratification and City Council Approval of this MOU, the 2% increase received on May 24, 2014 and the 2% increase received on April 11, 2015 shall not expire.

B. Effective April 8, 2017, the salaries for all represented classifications will be increased by two percent (2.0%).

C. Effective April 7, 2018, the salaries for all represented classifications will be increased by two percent (2.0%).

D. Effective April 6, 2019 Step A of the Salary Schedule will be eliminated and a new Step F will be added; the new Step F will be five percent (5%) above the then-current Step E. Employees in Step A will immediately move to Step B; employees in Step E will move to Step F pursuant to MOU Section 8.02.02-Advancement Within the Salary Range.

10.01 Salary upon Return to Temporary Employment

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

10.02 Salary Step When Hired Into a Regular Position

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

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

Employees hired into positions that require a one-year probation shall receive credit toward completion of the probationary period for any time spent in the same position on a

temporary assignment immediately prior to the regular appointment. Such credit shall be given on a monthly basis up to a maximum of six (6) months of credit (per Service MOU Section 8.02.01 – Probationary Period).

10.03 EMT Differential

Lifeguard I's who obtain and maintain an EMT certificate shall receive a five percent (5%) differential for all hours worked. The employee shall present proof of certification to the Department.

10.04 Bilingual Differential

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

SECTION 11.00 SENIORITY

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

SECTION 12.00 OVERTIME

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

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

SECTION 13.00 BEREAVEMENT LEAVE

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

When a temporary worker is scheduled to work and a death occurs in the employee's immediate family, a leave of absence with pay of up to twenty (20) hours per incident, in a seven (7) consecutive day period, may be granted an employee by the department head. For the purpose of this section, "immediate family" is defined as: spouse, parent, son, daughter, grandparent, sibling,

mother or father-in-law, brother or sister-in-law, grandchild of the employee or spouse, son-in-law, daughter-in-law, grandparent-in-law, registered Principal Domestic partner, or other close relation residing in the employee's household. In rare cases when the individual has no other legal relationship with the deceased other than foster or step-parent, the HR Director or City Manager has the discretion to approve that leave upon application.

13.01 Jury Duty

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

13.02 Blood Donation

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

13.03 Workers' Compensation

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

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

SECTION 14.00 IN-LIEU PAID TIME

During the term of the MOU, upon completion of 600 or more hours of work, temporary employees shall receive nineteen (19) hours of in-lieu paid time. Subsequently, workers accrue nine (9) hours of paid time for every 200 additional hours of work thereafter. Such in-lieu paid time is provided instead of any other type of paid leave or holiday time off (except paid Bereavement Leave). Employees will be allowed to receive payment for accrued in-lieu paid time upon request. Any unused in-lieu paid time will be payable to the employee upon termination of employment.

SECTION 15.00 SICK LEAVE

In accordance with the Healthy Workplaces, Healthy Families Act of 2014:

I. Applicability and Eligibility to Earn and Use Paid Sick Leave

- A. Employees shall receive paid sick leave as described in this section after 30 days of City employment within a 12-month period.
- B. An employee is eligible to use accrued paid sick leave after 90 days of City employment within a 12-month period. The 12-month period shall be measured initially by the employee's hire date and by the employee's anniversary date.

II. Annual Grant of Paid Sick Leave

- A. Beginning on July 1, 2015, and on July 1st of each calendar year thereafter, the City shall grant employees 24 hours of paid sick leave to use for permitted purposes as described in this section. Employees who are hired after July 1st of any given calendar year shall also be issued 24 hours of paid sick leave.
- B. Any unused paid sick leave hours remaining as of June 30th of any calendar year shall expire and shall not be carried over to the next 12-month period.

III. Use of Paid Sick Leave

- A. An eligible employee may use only up to a maximum of three (3) days or 24 hours of paid sick leave in a 12-month period. An employee must be allowed to take up to a total of 24 hours of accrued time during any 12-month period for reasons allowed under Section III.B. (For example, if an eligible seasonal or temporary employee who works six (6) hours per day and has accrued 24 hours of paid sick leave, takes three (3) paid sick days during the year, the employee has used 18 hours and still has six (6) hours of paid leave remaining in the same year.)
- B. An eligible employee may use paid sick leave under this section for the following reasons:
 - i. Diagnosis, care, or treatment of the employee's existing health condition or preventive care for an employee; or
 - ii. Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee's family member. For the purposes of using sick leave under this section only, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.
 - iii. In addition, with appropriate certification an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this section for the following reasons:
 - a) To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;
 - b) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
 - c) To obtain services from a domestic violence shelter, program, or rape crisis center;
 - d) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
 - e) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

IV. Notification to City of Use of Paid Sick Leave

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

V. Other Terms of Paid Sick Leave

- A. Employees may determine how much paid sick leave they wish to use, however, the minimum amount of paid sick leave an employee may use is one hour per work day.
- B. Employees shall be compensated for each hour of sick leave used under this policy at the employee's base hourly rate of pay. Employees shall be compensated for using sick leave, on the payday for the next regular payroll period after the sick leave was taken.
- C. Except as provided in this section, upon termination, resignation, retirement or other separation from employment, no cash out or compensation of any kind will be provided to an employee for accrued and unused paid sick leave.

If an employee separates from the City and is rehired within one (1) year from the date of separation, any previously accrued and unused paid sick leave shall be restored to the employee to the extent required by law. If at the time of separation from City employment, the rehired employee had not yet worked the required 90 days to be able to use paid sick leave, the employee must still satisfy the 90 day requirement, counting all days previously worked for the City, before the employee may use the employee's accrued paid sick leave.

SECTION 16.00 CAREER ADVANCEMENT

16.01 Job Opening Announcements

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

16.02 Training and Cross Training

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

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

16.03 Reimbursement for Licenses and Certificates

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

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

16.04 Absence for Examination

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

SECTION 17.00 SAFETY

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

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

- A. Employees shall report health and safety hazards to their immediate supervisor upon discovery and in accordance with appropriate City Administrative Procedures. If the immediate supervisor is unable to abate the hazard, he/she shall refer the matter to the department/division manager, or
- B. Employees may use the Safety Communication System as provided in the City's Administrative Procedure Order.

17.01 Safety Committee

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

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

17.02 Safety Equipment/Uniforms

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

SECTION 18.00 BENEFITS

18.01 Health Care Reimbursement

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

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

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

18.02 Bus Passes

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

18.03 CalPERS Long Term Care

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

18.04 Medicare

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

18.05 Alternative Transportation Incentive Program

The City will provide up to \$10 per month per employee for reimbursement of eligible transportation related expenses, subject to a cap, as defined in the City’s APO II-53 - Alternative Transportation Incentive Program.

SECTION 19.00 GRIEVANCE PROCEDURE

19.01 Purpose

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

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

19.02 Definition

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

19.03 Limitations

- A. A grievant may be represented by an individual of his or her choosing in preparing and presenting a grievance.
- B. No reprisal shall result against any employee, group of employees, or the Union, who presents a bona fide grievance under this procedure.
- C. Time limits may be extended by mutual agreement of the parties. Absent such agreement, grievances may be advanced to the next step if time limits are not met.
- D. Only upon mutual written agreement between the parties may Step I of the grievance procedure be waived.
- E. Grievances may, by mutual agreement in writing, be referred back for further consideration or discussion to a prior Step, or advanced to a higher Step of the grievance procedure. If a grievance is moved either forward or backward to another step, the time limits at that step shall be controlling and shall begin on the date the parties agree to the move.

19.04 Procedures

19.04.01 Step I

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

19.04.02 Step II

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

1. Name of the grievant.
2. A brief statement as to the date, time and place of the occurrence on which the grievance is based and the facts as the grievant see them.
3. The specific provision of the M.O.U. which the grievant alleges has been misinterpreted, misapplied, or violated.

4. Steps taken toward informal resolution.
5. The action the grievant believes will resolve the grievance.
6. The name of any representative chosen by the grievant.
7. A copy of the written grievance, signed by the grievant or Union Representative, shall be presented at the time of the department head conference. However, the grievance will not be processed by the City until the Grievant or employee representative of a group grievance has signed the written grievance document.

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

19.04.03 Step III

If the grievance is not resolved, the grievant may, within five (5) workdays following receipt of the department head's response, appeal to the City Manager or his/her representative, stating in writing the basis for the appeal. The grievance may also be appealed if the department head fails to respond within fifteen (15) workdays after submission of the formal grievance. The City Manager or his/her representative shall set a meeting within ten (10) workdays of receiving the appeal. The grievant and/or his/her representative state their position on the grievance to the City Manager and present any other materials that they deem relevant to the grievance. The City Manager or his/her representative shall render a written decision to all parties directly involved within fifteen (15) workdays following the meeting. The decision of the City Manager on the grievance shall be final.

SECTION 20.00 DISCIPLINE

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

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

SECTION 21.00 WRITTEN REPRIMANDS

A written reprimand may be issued by an employee's supervisor if an employee has violated a City rule, provision of the MOU, or if his/her performance is in need of improvement. Written

reprimands shall be placed in the employee's personnel file. An employee shall have the right to prepare a written response to the reprimand and have said response placed in his/her personnel file. An employee may appeal the supervisor's decision to issue a written reprimand to his/her department head by filing an appeal to the department head within ten (10) working days of receipt of the reprimand. The department head's decision regarding the written reprimand shall be final.

SECTION 22.00 LABOR/MANAGEMENT COMMITTEE

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

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

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

SECTION 23.00 AUTHORIZED AGENTS

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

- A. The City's principal authorized agent shall be the Director of Human Resources, or his/her duly authorized agent (address 809 Center Street, Room 6, Santa Cruz, CA 95060); except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- B. The Union's principal authorized agent shall be the Field Representative of Local 521, or his/her duly authorized representative (address 517 Mission Street, #B, Santa Cruz, CA 95060.)

SECTION 24.00 RENEGOTIATIONS

If the Union desires to negotiate a successor M.O.U., then the Union shall serve upon the City, no later than ninety (90) days prior to the expiration date of the M.O.U., its written request to begin negotiations as well as its written proposals modifying the M.O.U.

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

24.01 Successor Negotiations

The parties will meet and consult no later than October 1, 2017 about whether or not the Temporary Service Employees bargaining unit will bargain over a successor Memorandum of Understanding with the Regular Service Employees bargaining unit.

SECTION 25.00 SEVERABILITY

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

Date: May 4, 2016

Date: May 4, 2016

CITY OF SANTA CRUZ

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

(signature on file)
Tim Davis

(signature on file)
Deborah Narvaez

(signature on file)
Lisa Murphy

(signature on file)
Nick Raisch

(signature on file)
Marcus Pimentel

(signature on file)
Veronica Rodriguez

(signature on file)
Joe McMullen

(signature on file)
Leslie Auerbach

(signature on file)
Kathleen Aston

(signature on file)
Ashlyn N. Adams

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City of Santa Cruz
 California
 Human Resources
Salary Compensation Plans

Page 1 of 2
 01/14/2016
 Effective Date: 01/01/2016
 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
Temporary										
901	AQUATIC INSTRUCTOR/COACH	12.2208	12.8318	13.4750	14.1505	14.8579				
902	BEACH CAPTAIN	17.9454	18.8394	19.7785	20.7690	21.8074				
903	BEACH LIEUTENANT	15.9514	16.7489	17.5851	18.4660	19.3896				
904	BEACH LIFEGUARD I	13.6360	14.3177	15.0316	15.7840	16.5733				
905	BEACH LIFEGUARD II	15.2889	16.0543	16.8584	17.7010	18.5859				
906	CASHIER	11.0244	11.5776	12.1566	12.7680	13.4060				
907	COMMUNITY SERVICE AIDE I	14.8708	15.1668	15.4689	16.2420					
908	COMMUNITY SERVICE AIDE II	16.1187	16.9226	17.7717	18.6590	19.5922				
925	LIBRARY AIDE	11.9386	12.5328	13.1571	13.8170	14.5076				
911	MAINTENANCE WORKER AIDE	11.1725	11.7319	12.3173	12.9350	13.5816				
914	OFFICE ASSISTANT	11.1725	11.7319	12.3173	12.9350	13.5816				
915	POOL LIFEGUARD	11.1725	11.7319	12.3173	12.9350	13.5816				
916	POOL MANAGER	13.6360	14.3177	15.0316	15.7840	16.5733				
917	PROFESSIONAL & TECHNICAL ASST	10.0000		31.1475						
918	RANGER	15.2889	16.0543	16.8584	17.7010	18.5859				
919	RECREATION AREA AIDE	11.5325	12.1114	12.7161	13.3530	14.0205				
920	RECREATION I	10.0000	10.5000	11.0250	11.5763					
921	RECREATION II	11.0244	11.5776	12.1566	12.7680	13.4060				
922	RECREATION III	12.2208	12.8318	13.4750	14.1500	14.8579				



City of Santa Cruz
California
Human Resources
Salary Compensation Plans

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
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Temporary

923	RECREATION IV	13.6360	14.3177	15.0316	15.7840	16.5733				
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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
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Administrative Procedure Order
Section II, #1A (Revised January 2014)
Page 6

II-1A

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