

MEMORANDUM OF UNDERSTANDING

**CITY OF SANTA CRUZ AND
SUPERVISORY EMPLOYEES OF THE CITY OF SANTA CRUZ
OPERATING ENGINEERS, LOCAL #3**

August 15, 2015 to August 23, 2019

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CITY OF SANTA CRUZ
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August 15, 2015 to August 23, 2019

SECTION 1.00 - PREAMBLE

This Memorandum of Understanding is entered into by the City of Santa Cruz (hereinafter referred to as the City) and the City of Santa Cruz Supervisory Employees, represented by Operating Engineers, Local #3 (hereinafter referred to as the Union), and, upon ratification by the Union membership and a determination is made by the City Council, is binding under Section 3505.1 of the Government Code.

The City, the Union, and all employees recognize their respective obligations to provide services of the highest quality and efficiency. To this end, the City and the Union and all employees affirm their commitment to harmonious labor-management relations.

SECTION 2.00 - TERM

This Memorandum of Understanding shall be effective on August 15, 2015 and shall expire on August 23, 2019.

Unless otherwise stated herein, all payroll related changes identified in this tentative agreement will commence with the pay period beginning August 15, 2015.

SECTION 3.00 - NO ABROGATION OF RIGHTS

The parties acknowledge that City responsibilities and rights as indicated in the City 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.

It is agreed that, except as specifically delegated, granted or modified by this Memorandum of Understanding, all of the rights, power, and authority, the City had prior to the signing of this Memorandum of Understanding are retained by the City and remain the exclusive right of the City without limitation. Furthermore, these retained rights are not subject to any grievance or impasse procedure.

SECTION 4.00 - PAST PRACTICES, FULL UNDERSTANDING, MODIFICATIONS AND WAIVER

The Memorandum of Understanding and any other written rules or regulations in effect on the first day of this agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether

formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto, and if required, approved and implemented by the City Council.

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

SECTION 5.00 - RECOGNITION

Pursuant to the Meyer-Milias-Brown Act and the City's Personnel Rules and Regulations, the City has certified the Union as the recognized employee organization of the representation unit consisting of all full-time and part-time regular employees except those limited by State or Municipal Codes, Resolutions or directives in the classifications specifically listed in Exhibit A attached hereto. This unit shall be titled the Supervisory Unit.

SECTION 6.00 - EMPLOYEE RIGHTS

The Union and the City acknowledge that, although the Union is the recognized unit including those classes specifically listed in Exhibit A, the rights of employees under this Memorandum of Understanding, State law, City Rules and Regulations and the City Charter are neither abrogated nor diminished by the adoption of this Memorandum of Understanding.

SECTION 7.00 - UNION/CITY COOPERATION

The Union recognizes that, in consideration of commitments made by the City to provide effective and efficient service to the citizens of Santa Cruz, there is an obligation upon unit employees to directly be involved with and support efforts to improve the methods and production of the various departments. Toward this goal, both the City and the Union agree to work cooperatively towards achieving a high level of effectiveness and efficiency.

7.01 Membership List

The City agrees to supply the Union quarterly with an alphabetical list of names and classification of bargaining unit members. The City will provide a quarterly list of members who separate service from the City and all new hires.

SECTION 8.00 - JOB ACTIONS

The Union agrees not to permit, authorize or in any other manner allow its members to strike, slowdown, sit-in or engage in any work stoppage or other legal or illegal work or job action.

SECTION 9.00 - NO DISCRIMINATION

The Union and the City agree to adhere to the City Council policies of equal employment opportunity and harassment prevention as listed in Exhibits C and D as well as applicable Federal and State discrimination laws.

SECTION 10.00 - UNION SECURITY AND UNION RIGHTS

10.01 Union Notification

Except in cases of bona fide emergencies, the Union shall be given seven work days 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 City Council or City Administration and shall be given the opportunity to meet with the City representative prior to its adoption.

10.02 Bulletin Boards and Department Mail

The Union shall have reasonable access to bulletin boards and departmental mail for the purpose of Union communications provided such use does not interfere with the needs of the department and material posted is not derogatory to the City, employees of the City or other employee organizations. The City shall allow the Union to utilize City e-mail consistent with applicable City policy. A copy of all posted material shall be provided to the Human Resources Division.

10.03 Payroll Deductions

The City shall deduct Union membership dues, the amount to be designated by the Union, and any other mutually agreed upon payroll deductions from the pay of member employees. The dues or other mutually agreed upon payroll deductions must be authorized in writing by the employee on an authorization card acceptable to the City and the Union. The City shall remit the deducted dues and other mutually agreed upon payroll deductions to the Union as soon as possible after the deduction. The City shall not unreasonably deny consent for reasonable payroll deductions nor shall the Union unreasonably request payroll deductions.

10.04 Time Off for Union Officials

10.04.01 Meet and Confer or Consult Sessions

Up to four (4) Union members 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. In advance of the meeting, the Union shall notify the Human Resources Division of the specific members who will be in attendance. Such Union members shall obtain permission through management channels before leaving their work or work locations.

10.04.02 Union Stewards

The Union shall be authorized to designate four (4) employees within the unit as stewards. Stewards shall be allowed a reasonable amount of paid release time for the purpose of representing an employee in the filing or processing of an identified grievance. Stewards must first obtain permission through appropriate management channels before leaving their work or work location of such purposes and release time shall only be granted as long as there is no disruption of work in the employee's division. 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.

10.05 **Organization Security**

The City and the Union shall conduct an election to determine if the membership wishes to implement an organizational security agreement for maintenance of membership. The specific terms of the maintenance of membership requirements will be subject to agreement by the City and Union prior to the election.

SECTION 11.00 - PERSONNEL ACTIONS

11.01 **Personnel Files**

There shall be only one official personnel file which shall be maintained in the City's Human Resources Division. 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 files responses to adverse material inserted therein.

11.02 **Performance Evaluations**

It is compulsory that all regular employees receive an annual written performance evaluation from their supervisors. Employees will be evaluated at the completion of their third and sixth month of service. Thereafter, 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. Supervisors will make every effort 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 discuss performance evaluations with their department heads and/or the Human Resources Director and formally enter a response to the evaluation in their personnel file. Disputes regarding performance reviews shall not be subject to the grievance process.

11.02.01 Late Evaluations

Failure of the supervisor to present the employee with the evaluation within ninety (90) calendar days of the due date, unless extension is mutually agreed upon in writing, shall result in a recommendation of step advancement in conjunction with Section 13.03. However, as soon as possible thereafter, the supervisor shall conduct a performance evaluation in accordance with Section 11.02

11.03 Probation

11.03.01 Probationary Period

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

11.03.02 Objective of Probationary Period

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

11.03.03 Rejection of Probationary Employee

During the probationary period, an employee may be rejected at any time by the appointing authority without the right of appeal. Notification of rejection shall be served to the probationary employee in writing.

Any promoted employee who is rejected during the probationary period shall be reinstated to the position from which promotion occurred; unless the rejection is due to discharge in which case no reinstatement shall occur.

11.03.04 Extension of Probation

All efforts will be made to sufficiently evaluate the probationary employee during the assigned period. An extension of the probationary period may, however, be recommended by the appointing authority and approved by the Human Resources Director when good cause exists. Such extensions shall be for a specific period of time not to exceed three (3) months. The employee shall be informed in writing of the reasons for the period of the extension at least seven (7) calendar days prior to the scheduled end of the probationary period.

SECTION 12.00 - WORK ASSIGNMENTS

12.01 Work Shifts

A standard work period for full-time employees is eighty (80) hours per pay period with two (2) or more consecutive days off per week. In accordance with the Fair Labor Standards Act (FLSA) the City shall designate a standard forty (40) hour work week for each pay period week. Alternative work schedules (other than an eight hour, five day per week schedule) may be established by the City.

Employees shall be assigned regularly scheduled starting and quitting times. A shift is defined as regularly set starting and quitting times. Affected employees and the Union will be notified five (5) working days in advance of changes in schedules. The City acknowledges that there may be benefits both to the employer and employee in the application of job sharing or alternative work hours for employees. The City agrees to consider alternative schedules in consultation with interested employees provided that such arrangements shall be made in the best interests of the employing department and by mutual agreement between the employee and the City. This shall not preclude the City from effecting schedule changes due to emergencies and overtime.

12.01.01 Voluntary Time Off

Requests for Voluntary Time Off shall be made and granted in accordance with A.P.O. II-#42. If requested, reasons for denial will be in writing.

12.02 Seniority

Subject to a bona fide operational emergency, seniority from the date of promotion or hire into a supervisory position shall be the criterion used to determine eligibility for time off, vacations, floating holidays, compensatory time off, and shift selection. Seniority shall not be the basis for rotational lead assignments or working-out-of class assignments.

12.03 Lunch Period

All full-time 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. Supervisors may occasionally approve flexible scheduling of lunch periods for individual employees. Regular schedules that do not provide the required lunch period at or about the mid-point of the workday will not be allowed.

12.04 Rest Periods

Employees shall be allowed a 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.

12.05 Clean Up Times

Employees who work with hazardous, contaminated and/or poisonous materials shall be allowed 10 minutes, or more if approved by the supervisor, prior to their lunch period and before the end of their workday to clean up.

12.06 Emergency Meals

The purpose of emergency meals is to provide meals when an employee is unable to leave the work site. The City shall provide meals for employees assigned to work emergency or unscheduled overtime when an employee works four or more hours continuous to his/her regular work shift. Thereafter, an additional meal will be provided for every four-hour period. Location of meal sites shall be pursuant to administrative directive. The maximum emergency meal allowance will be \$15.00.

12.07 Light Duty Assignments

If an employee's medical condition temporarily precludes the performance of his/her normal duties and management determines modified work is available and necessary to be performed, he or she may, with medical authorization from the employee's personal physician, be temporarily assigned to such work for a period not to exceed six months unless an extension is approved by the Appointing Authority. No change in base pay will result from this temporary assignment.

SECTION 13.00 - PAY RATES AND PRACTICES

The two-point-five-two percent (2.52%) salary increase received on August 17, 2013 shall not expire.

Effective the pay period that begins on August 15, 2015, the salary for all bargaining unit members shall be increased by forty-eight-one-hundredths percent (0.48%).

Effective the pay period that begins on August 13, 2016, the salary for all bargaining unit members shall be increased by two point five percent (2.50%).

Effective the pay period that begins on August 12, 2017, the salary for all bargaining unit members shall be increased by two point five percent (2.50%).

Effective the pay period that begins on August 11, 2018, a new Top Step "J" will be added to the Salary Compensation Plan. The new Top Step "J" shall be five percent (5%) above Step "I." Employees will progress to the new Top Step "J" in accordance with the procedures in Section 13.03-Advancement Within the Range.

13.01 Salary Steps

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

13.02 **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 advance qualifications for the position and such recommendation is approved by the Human Resources Director and City Manager.

Promoted employees shall be appointed to the first step in the salary range for the new classification. However, if such employee is already being paid at a rate equal to or higher than the first step of the higher range, she/he shall be placed at the next higher step in the new range to provide the employee an increase of at least 2.5%.

13.03 **Advancement Within the Range**

A. Advancement within a classification's salary range shall normally be granted on the employee's scheduled merit review date. Such advancements shall be based solely on meritorious job performance as documented by a satisfactory performance evaluation submitted by the department head and approved by the Human Resources Director.

B. All new and promoted employees shall be granted their first merit increase upon successful completion of the probationary period (see "Probation").

The employee shall then be eligible for subsequent merit increases after each full-year on paid status, 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. Increases of greater than one step may, however, be recommended by the department head when exceptional performance has been demonstrated by the employee. Increases of greater than one step must be approved by the Human Resources Director and City Manager.

D. A merit increase may be denied by the department head when an employee's job performance falls below the acceptable work standards for the duties assigned. The department head may, in such a case, recommend that the employee's work performance be reviewed again at a specific time before the next review date. If a merit increase is granted at that time, the employee's original review date shall change and she/he shall be eligible for the next merit increase after one year on paid status from the new review date.

E. An employee's scheduled 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 pay shall be set at the beginning salary of the range or be placed at a salary in the new range that provides the employee a

salary increase of at least 5%. This increase shall have no effect on the employee's original merit review date.

13.04 Retirement

13.04.01 Employees Hired on or Before May 11, 2012 (Tier I)

This section 13.04.01 shall apply to employees hired on or before May 11, 2012 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 13.04.01 shall be based on the single highest year.

B. 2.0% @ 55 Pension Formula

The 2.0% @ 55 pension formula shall be available to all employees covered by this section 13.04.01 who are contributing members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section 13.04.01.

C. Required Employee Contribution

Members covered by this section 13.04.01 will contribute the employee contribution amount established by CalPERS for the 2.0% @ 55 pension formula. The required contribution amount was 7.0% 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 August 17, 2013 members covered by this section 13.04.01 will contribute an additional 4.0% (total of 11% as of the date of this MOU).

13.04.02 Employees Hired On or After May 12, 2012 (Tier II)

This section 13.04.02 shall apply to employees hired after May 12, 2012 but on or 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 13.04.02 shall be based on the employee's highest three year average.

B. 2.0% @ 60 Pension Formula

The 2.0% @ 60 pension formula shall be available to all employees covered by this section 13.04.02 who are contributing members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section 13.04.02.

A. Required Employee Contribution

Members covered by this section 13.04.02 will contribute the employee contribution amount established by CalPERS for the 2.0% @ 60 pension formula. The required contribution amount was 7.0% as of the date of this MOU.

B. Additional Required Employee Contribution

In addition to the required employee contribution, starting with the pay period containing August 17, 2013 members covered by this section 13.04.02 will contribute an additional 4.0% (total of 11% as of the date of this MOU).

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

This section 13.04.03 shall apply to 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 13.04.03 shall be based on the employee's highest three year average.

B. 2.0% @ 62 Pension Formula

The 2.0% @ 62 pension formula shall be available to all employees covered by this section 13.04.03 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 13.04.03. Employees covered by this section 13.04.03 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 13.04.03 will contribute the employee contribution amount established by CalPERS for their pension formula. The required contribution amount for the 2.0% @ 62 was 6.75% 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 August 17, 2013 members covered by this section 13.04.03 will contribute an additional 4.0% (total of 10.75% as of the date of this MOU).

13.04.04 Retirement, All Employees

The City will maintain the IRS 414(h)(2) provision allowing employees to defer State and Federal income taxes on their CalPERS contributions.

13.04.05 Sick Leave Conversion

The City will take all administrative steps necessary to amend its current contract with CalPERS and implement the sick leave conversion benefit in accordance with Government Code Section 20965. This benefit will be effective upon Council approval in open session of the amendment to the City's Cal-PERS contract.

13.05 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. Longevity is calculated from the date of hire into a regular status position or a fully benefited special status position. It is understood that longevity pay is considered "additional compensation" for purposes of PERS and tax computations.

13.06 Working Out of Classification Pay Differential

The term "working out of classification" is defined as a management authorized full-time assignment on a temporary basis of an employee in a lower classification to a budgeted higher classification. Assignments will be made by the Department Head or City Manager to qualified employees assuming a significant number of duties of the higher classified position. Employees must work a minimum of one (1), eight-hour day to qualify for out-of-classification pay.

The employee so assigned shall be entitled to receive a minimum of two and one half percent (2 1/2%) above the employee's current base rate of pay or at least the first step in the higher classification salary range when the out-of-classification assignment is for another supervisory position. The employee so assigned shall be entitled to receive a minimum of five percent (5%) above the employee's current base rate of pay or at least the first step in the higher classification salary range when the out-of classification assignment is for a management position.

All initial working out of class assignments will be made on a Personnel Action Form.

In accordance with the Public Employees Pension Reform Act (PEPRA), working out of classification pay is not pensionable compensation for employees who are “New Members” of CalPERS, as defined by California Government Code Section 7522.04(f).

13.07 **Shift Differential**

Any employee who is required and authorized by management to work, and actually works, a regularly scheduled shift at least four hours or more of which fall between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a shift differential of \$.90 per hour or five percent (5%), whichever is greater, for each hour worked within the shift differential period of 6:00 p.m. and 6:00 a.m.

Shift differential shall not apply to:

- a. Paid leave hours, including vacation, sick leave, holidays, and other paid leaves provided in Section 17.01.
- b. Hours that are worked between 6:00pm and 6:00am as a result of call-back, duty assignment, or overtime.

13.07.01 Water Plant Lone Operator

The Water Treatment Supervisor IV/Water Treatment Supervisor V – Chief Plant Operator assigned to the Water Treatment Facility will receive \$2.00 per hour additional shift differential subject to meeting all the conditions listed below:

- A. Fully qualified to operate the Graham Hill Treatment plant without direct supervision as determined by the Superintendent of Water Treatment and Production.
- B. Works at least six hours without any other qualified Treatment Operators present.

If the above conditions are met, then the shift differential will be paid for all hours actually performing the duties as the “stand-alone” Treatment Operator.

13.07.02 Wastewater Plant Lone Operator

A Senior Plant Operator assigned to the Wastewater Treatment Facility will receive \$2.00 per hour additional shift differential subject to meeting all the conditions listed below:

- A. State Water Resources Control Board Grade 3 Wastewater Plant Operator Certification.

- B. Fully qualified to work at the City of Santa Cruz Wastewater Treatment Plant as the Lone Operator.
- C. Works at least four (4) hours alone as the only operator (except for callback responses).

If the above conditions are met, then the shift differential will be paid for all hours worked on assigned “lone operator” shift.

13.08 Overtime

The Union understands that from time to time employees may be directed to work overtime hours. To the extent possible, employees will be given advance notification. An employee may be excused from overtime work for legitimate reasons.

Overtime shall be defined as all management authorized hours in a paid status in excess of forty hours per week, which are contiguous with the employee’s regular work schedule, excluding voluntary training. Overtime shall be computed at the rate of one and one-half times the base hourly rate or may be converted to compensatory time off at the rate of one and one-half times the hours worked.

An employee with accrued compensatory time off shall be permitted to use such time within a reasonable period after making the request unless such time off will unduly disrupt the operations of the department. Compensatory time off shall not be allowed to accumulate beyond one hundred (100) hours at any given time. Employees may receive payment or carry over any compensatory hours accrued at the conclusion of the fiscal year.

13.09 Call-Back

Call-back work is defined as work required by management of an employee who, following completion of the employee’s work day or work week and departure from the employee’s work site, is unexpectedly ordered to report back to duty to perform necessary work.

13.09.01 Callback by Phone or Computer

If the employee is able to respond by phone or computer and is not required to report to the worksite, then:

- A. For the first response of the day, a minimum of thirty (30) minutes (0.5 hours) of overtime will be paid for actual overtime worked of less than thirty (30) minutes. Thereafter, a minimum of fifteen (15) minutes (0.25 hours) of overtime will be paid for actual overtime worked of less than fifteen (15) minutes.
- B. An additional minimum will not be paid if an employee is required to respond to additional call(s) and the time and duration of the response is within the previous minimum.

13.09.02 Callback to Worksite

- A. All call-back hours shall be paid at the overtime rate. A minimum of two (2) hours of overtime compensation shall be paid for all call-back periods of less than two (2) hours.
- B. Hours worked shall include reasonable travel time to work. Return travel time shall not be included within time worked.
- C. If an employee who was called back to work and has completed his/her assignment and left work is again called back to work, he/she will not receive another minimum if the time of return is within the previous call-back minimum.
- D. Employees who are required to respond to the worksite will be provided mileage compensation, at the federal rate, for the use of their personal vehicles.

13.10 Duty Assignment

13.10.01 Definition

Duty assignment is defined as an assignment to an on-call status for a specified period of time. While on duty assignment, an employee must remain available to be contacted by phone or pager and be able to report to work within a thirty (30) minute period. Duty assignment shall not be considered “hours worked” pursuant to the Fair Labor Standards Act.

13.10.02 Assignment

Duty personnel shall be assigned on a weekly rotational basis from an established list consisting of, but not limited to, qualified volunteers. A voluntary rotation process will be the preferred method of duty assignment selection; however, the City may require duty assignment if there are insufficient qualified volunteers. Prior to making mandatory assignments, the City will notify the Union. Only “qualified” employees may be appointed to duty assignment lists, as determined by the appropriate department head(s). Such qualifications will be based on the nature and requirements of the tasks performed while on duty assignment. With the concurrence of the duty supervisor, duty assignments may be substituted by other personnel on an approved list, provided employees have at least one week between duty assignments.

13.10.03 Compensation

- A. Weekdays
Duty personnel shall receive one and one half (1.5) hours of their base hourly salary for a sixteen-hour assignment.
- B. Weekends
Duty personnel shall receive two (2) hours of their base hourly salary for a twenty-four hour assignment.

- C. Holidays (City Designated Eight (8) Hour Holidays)
Duty personnel shall receive eight (8) hours of their base hourly salary for a twenty-four hour assignment.

- D. Holidays (City Designated four (4) Hour Holidays)
Duty personnel shall receive four (4) hours of their base hourly salary for a twenty-hour assignment.

- E. All duty hours actually worked outside the employee's regularly scheduled shift shall be compensated at the overtime rate. A minimum of two (2) hours of overtime will be paid for callouts of less than two (2) hours. An additional minimum will not be paid if an employee is required to perform an additional duty call and the time of return is within the previous duty call minimum.

If the assigned duty person or crew member assisting the duty person is required to respond to a call that required him/her to work more than twelve (12) hours within a twenty-four hour period, and any portion of those twelve (12) hours is after midnight, the employee shall be entitled to an eight (8) hour rest period prior to returning to work

If any portion of the rest period occurs during the employee's regular schedule, the employee shall receive regular paid compensation for that time.

- F. An employee shall have the option of receiving compensatory time off for the duty assignment compensation and hours worked.

13.11 Senior Wastewater Plant Operators On-Call Assignment

13.11.01 Definition

“On-call” assignment is defined as an assignment to an on-call status for a specified period of time. While in an on-call status, an employee must: (1) remain available to be contacted by phone or pager; (2) be able to respond to a plant situation via a City-provided computer and modem; and, (3) be able to, if necessary, report to work within a sixty (60) minute period of being contacted. On-call assignment shall not be considered “hours worked” pursuant to the Fair Labor Standards Act.

13.11.02 Assignment

On-call personnel shall be assigned on a weekly rotational basis from an established list consisting of, but not limited to, qualified volunteers. A voluntary rotation process will be the preferred method of on-call assignment selection; however, the City may require an on-call assignment if there are insufficient qualified volunteers. Prior to making mandatory assignments, the City will notify the affected employees and the Union at least ten (10) days in advance. Only “qualified” employees may be appointed to on-call assignment lists, as determined by the appropriate department head. Such qualifications will be based on the

nature and requirements of the tasks performed while on-call. With the concurrence of the Plant Superintendent or designee, on-call assignments may be substituted by other personnel on an approved list.

13.11.03 Compensation

A. Regular Days

On-call personnel shall receive three-quarters (0.75) of an hour of their base hourly salary for each eight-hour on-call assignment or portion thereof.

B. City Designated Eight (8) Hour Holidays

For on-call assignment that falls on a City designated eight (8) hour holiday, on-call personnel shall receive one and one-half (1.5) hours of their base hourly salary for each eight-hour on-call assignment or portion thereof.

C. On-Call Hours Worked

All on-call hours actually worked outside the employee's regularly scheduled shift shall be rounded to the nearest 15-minute increment and compensated at the overtime rate.

If the on-call employee is able to respond by phone or computer and is not required to report to the plant, then:

1. for the first response of the day, a minimum of thirty minutes (0.5 hours) of overtime will be paid for actual overtime worked of less than thirty minutes. Thereafter, a minimum of fifteen minutes (0.25 hours) of overtime will be paid for actual overtime worked of less than fifteen minutes.
2. an additional minimum will not be paid if an employee is required to respond to additional call(s) and the time and duration of the response is within the previous minimum.

If the on-call employee is required to respond by reporting to the Wastewater Treatment Plant (a callout), then:

1. a minimum of two (2) hours of overtime will be paid for callouts of less than two (2) hours.
2. an additional minimum will not be paid if an employee is required to perform an additional callout and the time of return to the plant is within the previous callout minimum.
3. employees who are on-call and required to respond to the Wastewater Treatment Plant will be provided mileage compensation, at the federal rate, for the use of their personal vehicles during on call periods.

If the on-call employee is required to respond to the Wastewater Treatment Plant and the callout requires him/her to work more than twelve (12) hours within a twenty-four hour period, and any portion of those twelve (12) hours is after midnight, the employee shall be entitled to an eight (8) hour rest period prior to returning to work. However, this does not preclude the employee from being on-call during this eight (8) hour rest period, or preclude him/her from being called out during this period. If any portion of the rest period occurs during the employee's regular schedule, the employee shall receive regular paid compensation for that time.

- D. An employee shall have the option of receiving compensatory time off for the on-call assignment compensation and hours worked

13.12 Uniform Allowance

The City shall provide required uniforms at its expense.

13.13 Tuition Reimbursement

The City shall reimburse each employee up to \$500 per fiscal year (pro-rated for part-time employees) for tuition, books, and course-related expenses after successful completion of courses which are pertinent to their positions with the City.

For a course to be considered "pertinent" it must be an academic or vocational course taken for credit from an accredited college, university, or adult education department, and such course must:

- A. Improve knowledge and skills for the present position or for positions of higher classification within the City, or
- B. Prepare for anticipated technological changes occurring in the employee's career field.

13.14 Bilingual Pay

The City shall provide payment of an additional \$.30 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.

13.15 Licenses

Employees whose job description requires a Class A or B driver's license shall receive \$50 per pay period provided they possess and maintain said required license in the performance of their job duties.

Classifications that no longer receive A/B license premium pay are: Water Distribution Crew Leader III/IV, Water Distribution Supervisor IV, and Water Distribution Supervisor V – Chief Distribution Operator.

13.16 Overpayments and Repayment of Funds

The City will not attempt to recover overpayments made to employees as a result of an error made by the City which are over 12 months old.

A. Overpayment

If an overpayment or unauthorized payment has been made to a City employee, the City shall notify the employee in writing and supply the employee with the documentation used to determine the overpayment.

If the employee contends that any portion or the entire amount is not owed, he or she may request a meeting with the City to attempt to resolve the disagreement. The employee may have a representative attend such meeting(s) with him or her.

B. Repayment of Funds

An employee will pay no penalties, fees or interest as a result of the overpayment when the City and employee mutually agree upon how the repayment will be made. The employee shall have the right to select one of the following options for repayment:

1. Lump sum payment with the date mutually established by the employee and the City (lump sum payments must be made if the total amount due is 5 percent or less than the employee's biweekly gross salary).
2. Biweekly installment payments through payroll deduction (installment payments must be a minimum of \$10 and repayment must be completed within twenty-six pay periods).
3. Any other repayment arrangement mutually agreed upon between the City and the employee.

The final agreement on the repayment will be committed to writing (including the lump sum payment date, or the biweekly amount and the beginning and ending date of the installment plan identified).

C. Referral to Collections

The City may refer an employee to a collection agency or seek payment only when the employee, after being duly notified of the overpayment and having had the opportunity to review the relevant documentation, refuses to agree to a repayment of the amount owed. The employee will be notified of the referral and the City reserves all its rights to seek repayment and pursue all remedies under law including interest as it would for any other debtor.

13.17 Confined Space Entry Premium Pay

This Premium Pay is paid for positions which involve toxic or hazardous conditions.

After receiving appropriate training provided by the City, all employees whose job description provides that they can perform confined space duties shall receive compensation of time and one half (1½) of their base hourly rate of pay for all hours worked while performing confined space duties. The hourly rate of pay for performing a confined space entry while on Overtime (MOU Section 13.08), Callback (MOU Section 13.09), Duty Assignment hours actually worked (MOU Section 13.10.03(E)), or Senior Wastewater Plant Operators On-Call Assignment/Compensation/On-Call Hours Worked (MOU Section 13.11.03(C)) will be calculated as time and one half (1½) the underlying overtime rate (two and one quarter {2¼} of the base hourly straight-time rate).

Hours worked performing confined space entry under this section is calculated as follows, using the times entered on the Confined Space Entry Permit:

- The calculated time begins when the first participant physically enters the confined space and ends when the last participant leaves the confined space, as recorded on the “Confined Space Entry Permit” (if *all* employees should leave the confined space at any time, the calculated time will cease until such time as a participant may re-enter the confined space).
 - The individual time segments will be added together to determine the total duration of the confined space entry event.

Example:

0900 Pre entry checklist complete.
0915 A enters confined space. B and C are attending. Clock starts.
0923 A exits confined space. Clock stops. Segment elapsed time = 8 minutes.
0932 A and B enter confined space. C is attending. Clock starts again.
0945 B exits space. Clock continues to run since A remains in the confined space.
0956 A exits confined space. Clock stops. Segment elapsed time = 24 minutes. This Confined Space Entry Event is now over.

Total time = 32 minutes.

All participants in the event (A, B, and C) will enter the same cumulative total of thirty-two (32) minutes on their time sheets.

13.18 Planning Department Certification Compensation Incentive Pay

“Certification Compensation Incentive” (CCI) is a management-authorized remuneration for obtaining and maintaining recognized professional certification for Inspection Services Employees. Professional certification shall be from a State or nationally recognized agency, assuring certification promotes a higher level of competency which benefits the life, health and safety of the community. CCI will be made to qualified employees when evidence of recognized professional certification is approved by the Chief Building Official and Department Director.

- A. Upon receipt of employee provided certification, approval of professional certification will be verified by the department;
 - 1. Professional certification shall be from a recognized state or nationally recognized agency acceptable to the City of Santa Cruz, such as International Code Council (ICC), International Association of Plumbing and Mechanical Officials (IAPMO), Council of American Building Officials (CABO) and California Division of the State Architect.
 - 2. Professional certification shall be part of a core responsibility of the employee.
 - 3. Professional certification shall be in distinct areas of expertise and shall not be duplicative. Therefore, only one certification per professional category is acceptable.
 - 4. Professional certification shall be maintained active and in good standing. The certification holder shall meet the ongoing maintenance requirements of the approved issuing agency. This means renewing applicable certifications every 3 years by completing the required number of CEUs based upon the number and/or type of certifications as prescribed by the approved issuing agency.
 - 5. Certification costs will be reimbursed with this program. It should be noted that this reimbursement is more generous than current MOU guidelines where reimbursement is provided for required certification only.
 - 6. As this is a voluntary program, paid release time will not be provided; approval of employee requests for personal paid time off during working hours will not be unreasonably denied.

- B. CCI will be calculated as follows;
 - 1. An increase of 2%, of the employee's base salary, will be applied for each approved professional certification.
 - 2. A maximum number of professional certifications will be accepted as outlined in this section per job title, provided the base certification(s) requirement is met;
 - a. Building Inspector and Assistant Plans Examiner are eligible for up to 5 paid certifications, after 1 residential base certification (Building Inspector or Building Plans Examiner) is obtained.
 - b. Senior Building Inspector and Senior Plans Examiner are eligible for up to 5 paid certifications, after 1 combination residential and commercial base certification (Building Inspector or Building Plans Examiner) is obtained.
 - c. Supervising Building Inspector and Supervising Plans Examiner are eligible for up to 4 paid certifications, after 2 combination residential and commercial base certifications (Building Inspector or Building Plans Examiner, plus either Mechanical, Electrical or Plumbing) are obtained.

- C. Upon department approval and in accordance with Administrative Procedure Order (APO) II-17 (Personnel Action Form), a completed and approved PAF is required before any change to an employee's status and/or pay rate.

- D. The department will verify maintenance of certification annually.

- E. Lapse of Certification/Current Employees
 - 1. If certification, as part of this premium pay program lapses, the premium pay will be discontinued in the pay period in which the certification lapsed or became inactive.

2. To clarify, for existing employees as of the effective date of this policy, because this is a voluntary program, current employees in the eligible classifications will not be required to obtain certifications which are eligible for premium pay, similar to anyone in the classification. They will be encouraged to do so via this incentivized premium pay program.

SECTION 14.00 - HOLIDAYS

Part-time employees shall receive the following holiday benefits on a prorated basis, given the ratio of their budgeted work schedule to full time.

All employees will accrue paid holiday time the pay period before the pay period with the holiday. The accrual will be in the amount listed for the holidays listed in Section 14.01 (Fixed Holidays) of this MOU. Employees must be in paid status for at least 50% of the pay period to accrue paid holiday time.

Employees are required to use holiday leave on holidays they do not work, even if they are on leave or are sick. The use of vacation, compensatory time, excess holiday, or other leave time on holidays is only allowed to make up the difference between the hours of holiday granted and the amount of hours the employee is scheduled to work.

Employees are not allowed to use unpaid closure time on holidays during the City's holiday closure.

14.01 Fixed Holidays

Employees within the unit shall have the following specific holidays with pay:

Eight (8) Hour Holidays

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

Four (4) Hour Holidays

The last four (4) hours of the work shift are Holiday hours for Christmas Eve (if Christmas is on a Tuesday-Saturday)

The last four (4) hours of the work shift are Holiday hours for New Year's Eve (if New Year's Day is on a Tuesday-Saturday)

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

14.02 **Floating Holidays**

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

New employees shall be granted floating holidays on a six (6) month prorated basis (i.e., if hired in July–December, given twenty-four (24) hours; hired in January–June, given twelve (12) hours). However, no floating holidays may be used until the employee has completed three (3) months of paid service.

Floating holidays may only be taken with prior approval. Employees must use all floating holidays by the last full pay period in June. There will be no payment for unused floating holidays.

Effective the first pay period that includes July 1, 2014, this benefit shall be changed as follows. Employees shall accrue up to twenty-four (24) hours of floating holidays per fiscal year.

Floating Holiday accrual shall be on a monthly basis. Full-time employees shall accrue floating holiday at the rate of two (2) hours per month. Part-time employees shall accrue floating holiday on a pro-rated basis, given the ratio of their budgeted work schedule to full time (e.g. all employees working in a 20 hour/week position shall receive one (1) hour of floating holiday each month). Accumulation of Floating Holidays shall not exceed twenty-four (24) hours.

Floating holidays may only be taken with prior approval. Upon separation, employees shall receive the value of their unused accrued Floating Holiday.

14.03 **Holiday Work**

Due to the public service nature of City departments, some positions are required to work holidays on either a regularly assigned or emergency basis. The purpose of this article is to provide extra compensation to employees who are directed to work on any of the fixed holidays shown above.

This section applies to employees normally required to work on a fixed holiday (excluding observed holidays) based on a regular shift or rotating schedule, and to employees not normally required to work on a holiday, but who are directed to do so due to an operational need.

All of the above identified employees shall be compensated at the overtime rate of pay for all hours actually worked on the holiday. In addition, the employee shall receive his/her holiday pay or equivalent holiday time off at a later date, at the option of the employee.

14.04 Holiday on Regular Day Off

An employee whose regular day off falls on a fixed holiday shall receive equivalent holiday time off at a later date.

14.05 Holidays During Vacation

Fixed holidays which occur while an employee is on paid vacation leave shall be charged to holiday hours and not the employee's vacation balances.

14.06 Holiday Pay-Off

On the last pay day in June each year, any fixed holiday hours not taken prior to the twenty-sixth (26th) pay period of the fiscal year shall be paid off at the employee's current straight-time rate or, at the request of the employee, may be credited to the employee's vacation balance not to exceed the Vacation Accrual Maximum set out in Section 15.04.

Beginning with the pay period containing June 25, 2012 the ability to receive a pay off for any fixed holiday hours not taken prior to the twenty sixth (26th pay period of the fiscal year shall be eliminated. In accordance with this MOU section (14.06 - Holiday Pay-Off), any fixed holiday hours not taken prior to the end of the fiscal year may be credited to the employee's vacation balance (no to exceed the maximum accrual) on the last pay date in June each year.

14.07 Eligibility

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

SECTION 15.00 - VACATION

15.01 Accrual

Vacation accrual will be on a monthly basis beginning at date of hire. Employees within the probationary period may use accrued paid vacation upon approval of the department head; such time will not be counted as qualifying service toward completion of the probationary period.

An employee must be in paid status for at least 50% of a pay period to earn his/her vacation accrual. Annual vacation accrual shall be based on continuous regular 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 8 hours for each year of service after 10 years to a maximum of 160 hours

15.02 Scheduling of Vacation

Whenever appropriate, vacation scheduling shall be done within the time frame established by the division. Vacation may only be taken with twenty-four (24) hours prior notification and approval of the supervisor. A reasonable effort will be made to accommodate the employee.

Vacation periods of qualified employees shall be set with regard to the wishes and seniority of the employee, consistent with the efficient operation of the various City departments and divisions. Any disputes shall be resolved by the department head.

15.03 Illness During Vacation

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

15.04 Vacation Accrual Maximum

Vacation accumulation may not exceed twice the annual rate of accrual without prior written authorization for a specified amount of hours and a specified amount of time from the Department Head and the Human Resources Director. Employees will receive at least thirty (30) days' notice prior to exceeding their maximum accrual rate.

15.05 Special Recruitment Circumstances

To facilitate the recruitment process of Supervisory Classifications, the City Manager and the Human Resources Director may, at their discretion, set a higher Vacation Accrual Rate than specified in Section 15.01 and/or grant an advance Vacation Bank. Such rate shall not exceed the Vacation Accrual Rate or Maximum Accrual Amount that would apply if the applicant's prior years of service were credited as City service.

SECTION 16.00 - SICK LEAVE

16.01 Definition

The purpose of this article is to provide paid leave time to be used by employees in the event of their need for preventive healthcare, care of an existing health condition, as victims of domestic violence, sexual assault or stalking, and for the necessity of designated family members for the reasons specified below in Section 16.02.01-Family Sick Leave.

Employees may also use up to forty (40) hours of their paid sick leave per fiscal year as specified in Section 17.01.01-Bereavement Leave.

16.02 Accrual and Use

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.

Full-time employees shall accrue sick leave at the rate of three and sixty-nine one-hundredths (3.69) hours per pay period.

Part-time employees shall accrue sick leave on a pro-rated basis, given the ratio of their budgeted work schedule to full-time (e.g., all employees working in a 20 hour/week position shall receive four (4) hours of sick leave each month).

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. However, the department head 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.

16.02.01 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 a family member for preventive care, care of an existing health condition, or if they are a victim of domestic violence, sexual assault or stalking. For the purposes of this provision, family is defined as a wife, husband, son, daughter, father, mother, brother, sister, registered principal domestic partner, step-father, step-mother, grandparent, grandchild, or other close relation residing in the employee's household. This forty-eight hour (48) limitation may be extended by the Human Resources Director with good cause.

16.03 **Limitations**

A department head 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 Human Resources Director may have an employee examined by a City-selected physician. The City shall pay the cost of any such medical exam.

16.04 **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. Employees may instead choose to convert sick leave hours in excess of 400 to vacation hours at the rate of 33% of their current base rate of pay

(not to exceed the Vacation Accrual Limit set out in Section 15.04-Vacation Accrual Maximum). The City will notify employees at least two (2) weeks before banking excess hours of sick leave.

Employees who have more than 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 their current base rate of pay.

16.05 Personal Business Leave

Employees may use up to twenty-four (24) hours per fiscal year of their accrued sick leave for the purpose of personal business. The scheduling and use of such leave is subject to the approval of the supervisor and shall only be authorized for non-recreational, business-related activities.

SECTION 17.00 - LEAVES OF ABSENCE

All leaves provided in this article shall be granted to full-time employees at the rates described. Part-time employees shall receive paid leaves of absence on a pro-rated basis, given the ratio of their budgeted work schedule to full time.

17.01 Paid Leaves of Absence

17.01.01 Bereavement Leave

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

A leave of absence with pay of up to forty (40) hours per incident may be granted an employee by the department head in the event of a death in the employee's family which shall, for the purpose of this article, include spouse, parent, son, daughter, grandparent, sibling, mother-in-law or father-in-law, registered principal domestic partner, grandchild of the employee or spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, or a close relation residing in the employee's household. In rare cases when the individual has no other legal relationship other than a foster or step parent, the HR Director or City Manager has the discretion to approve that leave upon application.

An additional forty (40) hours of leave chargeable to accrued sick leave, may be taken by an employee who needs additional time off in connection with a death in the family (as defined in this article).

17.01.02 Jury Duty

An employee required to report for jury duty or to answer a subpoena as a witness in his/her capacity as a City employee, shall be granted a leave of absence with pay for actual time spent in court and in related travel, not to exceed the number of hours in the employee's normal workday and work week. Employees assigned to swing, graveyard, or other non-standard shifts shall receive equivalent 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. An employee shall reimburse the City for any jury services or witness fees received except mileage or subsistence allowance. This section shall not apply to grand jury service.

17.01.03 Absence for Examination

An employee shall be granted paid release time to participate in any part of an examination process for promotion or transfer within the City workforce that is scheduled during the employee's regular hours of work. The employee shall notify his/her immediate supervisor twenty-four (24) hours in advance of such an absence.

17.01.04 Blood Donations

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

17.01.05 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 fiscal year of paid leave for any reserve training or 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.

17.01.06 Workers' Compensation

An employee who is entitled to continued temporary disability payments may use accumulated paid leave 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. Work-related injuries or illnesses shall be an ongoing agenda item for City-wide Safety Committee. Proactive measures may be recommended by the Committee. The Committee will also make recommendations on appropriate way(s) of reviewing workers' compensation claims.

Supervisory employees may donate vacation leave to other Supervisory employees who have exhausted all paid leave balances.

17.01.07 Paid Birth/Adoptive Leave

An employee is entitled to forty (40) hours leave with pay at or about the time of the birth of the employee's child or at the time of adopting a child. This is prorated for part-time employees. The paid leave shall be within two (2) months of the birth or adoption.

This leave will be considered a part of the time allotted to family leave as authorized in Section 17.02.03.

17.02 Unpaid Leaves of Absence

17.02.01 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 situations when such absence would not be contrary to the best interest of the City. Such unpaid leave will only be granted after an employee has depleted all appropriate paid leaves, except that employees on medical leave may retain up to eighty (80) hours of accrued vacation. The department head may grant a leave of absence of up to thirty (30) consecutive calendar days; additional leave may only be granted by the City Manager and may not exceed a total of twelve months. No vacation, holidays, sick leave, or any other paid benefit shall be accrued or earned during such leave. All requests for unpaid leaves of absence must be made in writing and include specific begin and end dates for the leave. Denials of unpaid leaves of absence shall be given in writing and contain the reason therefore.

17.02.02 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 employee must provide adequate medical certification regarding any work restrictions that may exist prior to or after the birth.

Requests for pregnancy disability leave must be made in writing to the department head 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 department head at least ten (10) calendar days prior to the scheduled end of the existing leave.

The employee may elect to use any accrued sick leave and vacation either before or after an approved pregnancy disability leave, within the use limitation of those leave provisions. No combination of pregnancy disability leave, family leave, sick leave, or vacation may exceed one (1) 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 department.

17.02.03 Family Leave

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks, (continuous or cumulative), per twelve-month

calendar year period (effective January 1, 2016, per rolling twelve (12) month period measured backward), for any one or more of the following reasons:

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

- A. Eligible employee means having been employed by the City for twelve (12) months and has worked for at least 1,250 hours during the twelve-month period immediately preceding the commencement of the leave;
- B. Medical verification is required for employee or ill family member for medical leave period;
- C. Employees are required to give at least thirty (30) days written notice in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much written notice as is practicable.
- D. Employees are required to use accrued vacation as a part of the family leave period. Use of sick leave is not required, but may be used pursuant to the applicable provisions of the Memorandum of Understanding.
- E. Pregnancy disability is not covered under this section and is covered by the California Fair Employment and Housing Act which allows up to four (4) months of leave depending on the actual disability (see section 17.02.02).
- F. Employees retain "employee" status while on family care leave. The leave does not constitute a break in service for purpose of longevity, and/or seniority. Upon return to work, employee will be reinstated to an equivalent position with equivalent pay and benefits.
- G. Any request for additional leave may be made pursuant to Section 17.02.01. Requests for leave time using multiple time off provisions may not exceed the total amount allowed pursuant to Section 17.02.01.

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

17.03 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:

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

17.03.02 Medical Leave

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

17.03.03 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 18.00 – BENEFITS

18.01 Medical Benefits

A. City Cafeteria Plan Contributions

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

In accordance with IRS Code Section 125, the City will provide a Flexible Benefits Plan ("Cafeteria Plan") to all eligible employees. If an employee elects to participate in a CalPERS medical plan, the maximum monthly City contribution including the PERS required minimum, shall equal 95% of the premium of the plan in which the employee is enrolled with the exception of the PERS Care plan (the contributions made toward the PERS Care plan are the same as those made towards the PERS Choice plan).

Each member participating in a medical plan will make an additional \$35.00 contribution per pay period towards the cost of health care benefits beginning with

the pay period containing June 25, 2012. This pre-tax contribution is made during pay periods where employee deductions for health care benefits are taken (24 pay periods).

B. Optional Benefits

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

1. Medical Reimbursement Account (MRA)
2. Dependent Care Reimbursement Account (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. Accident Protection Insurance
2. Additional Life Insurance
3. Long Term Care Insurance

C. Medical Waiver

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 \$200.00 per month; part-time employees shall receive a prorated amount, based upon their full time equivalency (FTE). The medical waiver amount may be applied toward the purchase of any pre-tax or post-tax optional benefits, or paid as a taxable cash benefit.

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

D. Medical Plan Changes

The City will continue to research alternatives to the CalPERS medical plan. The intent of researching alternatives is to provide equal medical coverage in a more cost effective manner.

If the City discontinues CalPERS medical coverage, to the extent possible, the City will provide similar coverage. In the event of a change in medical plan coverage, the City will provide the Union sixty (60) days' notice, prior to the required notice to CalPERS, and the opportunity to discuss any such change and meet and confer regarding the impact of any changes.

Any change from the CalPERS medical plan during this contract term will only be made by mutual agreement.

18.02 **Dental Insurance**

The City shall provide a dental plan for employees and their eligible dependents with maximum benefit of \$1,700 per covered individual per calendar year.

18.03 **Vision Insurance**

The City shall provide a vision plan for employees and their eligible dependents.

A. Coverage will include an annual eye examination. Contacts, lenses or frames will be covered annually.

B. The maximum monthly premiums contribution by the City is as follows:

Employee Only:	\$10.64
Employee + Family:	\$18.74

18.04 **Long Term Disability**

The City shall contribute the full cost of the City-sponsored long-term disability program for employees working 30 or more hours per week, with a maximum benefit of \$7,500 per month.

18.05 **Part-Time Employees**

The City shall pay a pro-rated share of medical, dental, vision, and life insurance premiums for part-time employees. The City's pro-rated share of the premiums shall be based upon the proportion of the part-time employee's hours in relation to the premium paid for a full time equivalency (FTE)* (e.g., a 24 hour per week position is .6 FTE; an employee in a .6 FTE position will receive 60% of the premium paid by the City for a full time employee). Part-time employees shall pay the balance of the premiums on a pre-tax basis unless the employee elects to pay the balance on a post-tax basis.

*Full time equivalency, or FTE, is the ratio of an employee's budgeted work schedule to full-time work.

18.06 **Retiree Health Program**

A. 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 \$122 for 2015.

B. Retiree Medical Incentive

Employees who receive a regular service retirement from CalPERS and have at the time of retirement at least ten (10) years of continued service with the City and are at

least fifty-five (55) years of age, will receive a retiree medical incentive in the amount of \$100.00 per month. This incentive will be paid during any period the retiree maintains CalPERS medical coverage and until such time as the retiree is eligible for Medicare or other Federal or State health programs, solely on account of age. If coverage is dropped and subsequently re-started it is the retiree's responsibility to give the City written notice; payment of the incentive will be re-started beginning with the month in which the City receives written notice; if notice is received in a month after which coverage is re-started there will be no retroactive payment of the incentive for that/those month(s).

18.07 Life Insurance

The City shall provide a \$20,000 term life insurance policy for employees.

18.08 Principal Domestic Partners

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

SECTION 19.00 - SAFETY

19.01 Intent

The City intends to meet its obligation under the California Occupational Safety and Health Act and shall adopt and use safeguards, devices, and practices reasonably adequate to render such employment safe.

The Union will cooperate with the City by requiring employees under its control to work safely and, further, the Union recognizes its obligation to support the City's effort to prevent injuries.

19.02 Safety Committee

At least two supervisory employees shall be members of the Safety Committee. The Committee will establish a work program to carry out its functions.

19.03 Safety Boots

The City shall provide safety boots/shoes on an annual basis for the Classifications shown on Exhibit B. The City may establish administrative procedures for the selection and purchase of such boots/shoes. All eligible employees will be required to wear safety boots/shoes while on duty unless granted a medical exemption. Safety boots/shoes shall not be worn for non-work related purposes.

SECTION 20.00 - SUPERVISORY TRAINING

The City is committed to training members of this unit in supervisory skills and practices and will continue to allow paid release time to attend such programs. A list of available in-house training classes will be distributed through appropriate channels. Supervisory employees accept the responsibility to apply the knowledge from this training in the performance of their jobs.

The Union and the City recognize the unique concerns of Supervisory employees and their specific job-related training needs. The City agrees to work closely with the Union to see such training is provided according to the needs of the Supervisory Unit.

SECTION 21.00 - REDUCTION IN FORCE

21.01 Lay-Offs

The City reserves the right to reduce its workforce by laying off employees for reasons of economy or changes in departmental operations. The order of lay-offs shall be governed by seniority in service. Reinstatement shall be in the reverse order of lay-offs. Seniority shall be calculated on hours in paid status, exclusive of overtime, from the most recent date of hire.

When one or more employees assigned to the same classification within a department are to be laid off, the order of lay-off shall be as follows:

1. Probationary
2. Regular

21.02 Bumping

Bumping is defined as the movement from a current classification to the same, related (classification revision or title change) or previously held lower classification. Employees may exercise bumping privileges to a lower classification provided they meet the minimum qualifications of the lower classification. Bumping privileges may only be exercised within the assigned department except that employees with at least seven years continuous regular employment may bump between departments.

A related classification in this section refers only to classifications that have been revised or re-titled.

Seniority shall be based on total hours worked, exclusive of overtime, since the last date of hire into a regular or temporary City position, provided, however, that the hours in a temporary position must be in a classification within the Supervisory bargaining unit.

The least senior employee (in the classification of the position being eliminated/bumped to) in the laid off employee's department is the person who will be bumped in the event there is no vacant position available. If there is no less senior employee in the Department in the classification of the position being eliminated/bumped to, the least senior employee in the classification of the position being eliminated/bumped to in any City Department shall be bumped provided the laid off employee has the right to bump across Departments.

Full-time employees have the right to bump the least senior full-time employee. However, if there is no less senior full-time employee, the full-time employee being laid off has the right to bump a less senior part-time employee in the position that is closest to the full time.

Part-time employees have the right to bump the least senior part-time employee in the classification of the position being eliminated/bumped to. However, if there is no less senior part-time employee, a part-time employee may bump the least senior full-time employee within the laid-off employee's assigned department; such bumping from part-time to full-time is limited to positions within the same department and is only available to part-time employees who previously held a full-time position.

21.03 Notification

Employees to be laid off shall be given not less than fifteen (15) working day's written notice prior to the reduction in force. The Union will be notified concurrently and will be provided with the City staff report to the Council recommending the layoff as soon as it is available. Upon, request, the Union will be afforded the opportunity to discuss the lay-offs with the City at which time it can provide the City with other alternative cost saving measures to be considered as an alternative to the layoff. Employees not given at least fifteen (15) working days' notice of layoff shall be given a day's pay for each day less than fifteen (15) working days' notice.

21.04 Reassignment

The Human Resources Division shall work with laid off employees to identify all available City positions for which the employee may be qualified either through bumping or transfer.

Whenever possible, employees to be laid off will be offered regular, casual, or temporary employment for which they are qualified. An employee shall notify the City of his/her decision within seven (7) working days following receipt of the offer of employment. The City's obligation to offer regular employment shall cease when an employee has refused three such offers.

21.05 Reinstatement

Should the position from which an employee was laid off be reestablished within 18 months and the workforce is increased as a result, the employee shall be eligible for reinstatement. The employee must notify the Human Resources Division of his/her current address. Every effort shall be made to notify the affected individual of any reinstatement opportunity.

21.06 Continuation of Insurance Benefits

An employee separated from City service as a result of this article shall have his/her health benefits paid by the City at the same level while employed for a period not to exceed sixty (60) days from the date of separation.

21.07 Retirement in Lieu of Layoff

An employee may elect to accept retirement in lieu of layoff, voluntary demotion, or reduction in assigned hours. An employee shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the City for this purpose. An employee who retires in lieu of layoff shall have his/her name placed on the reemployment list.

21.08 Improper Layoff

An employee who is improperly laid off as a result of a misapplication of the layoff procedure shall be reemployed upon discovery of the error and shall be reimbursed for all loss of salary and benefits, provided that discovery occurs within ninety (90) days of layoff.

21.09 Transition Training

The City shall provide, at no expense to the employee to be laid off, a minimum of twelve (12) hours of training to help employee's transition to other employment. Such training shall occur prior to layoff. Employees shall receive their regular pay while attending this training.

The training may include, but not be limited to:

1. Résumé Writing
2. Methods of Job Searching
3. Interviewing
4. Coping with Stress
5. Unemployment Insurance Benefit

SECTION 22.00 - EMPLOYEE GRIEVANCE PROCEDURE

22.01 Purpose

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

22.02 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; except disciplinary action as defined in Section 24.01.

22.03 Limitations

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

- B. No reprisal shall result against any employee who presents a grievance under this procedure.
- C. Time limits may be extended by written mutual agreement of the parties.
- D. A grievance shall be considered settled in favor of the other party if, at any step, a decision is not rendered or appealed within the specified time limit.
- E. Only upon mutual agreement between the parties, may Step I of the grievance procedure be waived.
- F. A grievant and representative will be allowed reasonable time during work hours to meet regarding any grievance as provided in this article without loss of pay as long as there is no disruption of work. It is understood that the grievant and representative shall: (1) provide their supervisor(s) with advance notice and request for such time; (2) that such request will not be arbitrarily denied; (3) that such time shall be charged on the grievant's/representative's time card to the designated program code, if applicable; (4) this provision shall be limited to periods of regular working hours and be excepted from any other time including but not limited to overtime.
- G. The Union and the City each shall have a mutual obligation upon demand to disclose to the other any fact or information relevant to the grievance and known to the party.

22.04 Procedures

Step I:

The grievant will first attempt to resolve the grievance through informal discussions with successive levels of supervision beginning with his/her immediate supervisor through his/her highest management-level supervisor, exclusive of the department head. Those discussions must be initiated within ten (10) workdays of when the employee knew or reasonably should have known of the incident upon which the grievance is based. Every attempt will be made by the parties to settle the issue at this level.

Step II:

If the grievance is not resolved through the informal discussions, the employee or his/her representative may, within ten (10) workdays after the informal meeting, submit a written grievance to his/her department head. When the union representative files a Step II grievance, the grievance will not be processed by the City until such time as the grievant signs the grievance.

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, or act on which the grievance is based.

3. The action the grievant believes will resolve the grievance.
4. Signature of the employee.

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 Division.

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

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

Step IV:

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

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

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

The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement, or impose on any party hereto a limitation or obligation not

explicitly provided for in this Agreement, or to alter any wage rate or wage structure. The decision of the arbitrator shall be rendered after the evidence and arguments are presented to him/her by the parties in the presence of each other and in post hearing briefs if necessary. The decision of the arbitrator shall be final and binding upon the parties.

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

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

SECTION 23.00 - DISCIPLINARY APPEALS PROCEDURE

23.01 Definition

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

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

23.02 Pre-Action Procedure

Step I:

Prior to imposing disciplinary action, the supervisor shall first provide the employee a preliminary written notice of the proposed action stating the effective date and the specific grounds and particular facts upon which the action will be taken. The employee shall have access to any known written materials, reports, or documents upon which the action is based. The employee shall have the right to respond to the charges within five (5) workdays from receipt of the notice either orally, in writing, or both to the department head. If the department head is personally involved in the initial investigation and notice process, the City Manager or Human Resources Director shall appoint a designee to hear the employee's response.

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

Step II:

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

The employee has the right, within five (5) workdays after receiving the decision, to file a request for appeal with the City Manager. The appeal shall be a written statement, signed

by the appellant, explaining the matter appealed from, stating the action desired by the appellant, with his/her reasons therefore, and stating that the preaction 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 department head's decision shall be final and shall take effect as prescribed.

23.03 **Post-Action Appeal**

Step III:

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

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

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

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

For discipline equivalent to the severity of suspension of three (3) days or less, there shall be no appeal beyond Step III and the City Manager's decision shall be final.

Step IV:

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

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

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

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

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

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

SECTION 24.00 - WRITTEN REPRIMANDS

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

SECTION 25.00 - AUTHORIZED AGENTS

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

- A. The City's principal authorized agent is the Human Resources Director, or his/her duly authorized agent (address 809 Center Street, Room 6, Santa Cruz, California 95060), except where a particular management representative is specially designated in connection with the performance of a specified function or obligation set forth herein.
- B. The Union's principal authorized agent is the Field Representative of Operating Engineers', Local 3 or his/her duly authorized representative.

SECTION 26.00 - RENEGOTIATIONS

If a party desires to negotiate a successor MOU, then the party shall serve upon the other party, no more than 150 calendar days prior to the expiration date of the M.O.U., its written request to begin negotiations.

Negotiations shall begin within thirty (30) days from the date of receipts of such notice or one hundred twenty (120) days prior to the expiration date of the current M.O.U., whichever is sooner.

SECTION 27.00 –MISCELLANEOUS

27.01 Automatic Deposit - New Hires

Newly hired City employees shall be required to receive their paycheck through automatic deposit. Newly hired means only those employees hired from external hiring list, and does not include promotional hires from current City employees. The City will create an appeal process for those who do not use financial institutions.

27.02 Holiday Closure

If the City decides to close around the Christmas and New Years' holidays, the following will apply:

Employee participation in the closure program is voluntary. During the closure, employees may use accrued vacation, compensatory time off, floating holidays, or excess holiday time.

Employees may also request leave without pay during this year-end closure which will result in budget savings. To encourage the use of leave without pay, seniority, benefit and leave accruals will not be impacted if leave without pay is taken during the year-end closure period. (Note: Unpaid leave is not credited towards PERS retirement.) The City will allow leave without pay hours to be deducted over the same number of pay periods as the number of workdays the City was closed.

If there are employees who do not wish to take either paid or unpaid leave time during the closure period the City will make a reasonable effort to accommodate their request to work during the closure by finding appropriate assignments and/or work space.

SECTION 28.00 - 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.

**SUPERVISORY UNIT
OF THE CITY OF SANTA CRUZ**

CITY OF SANTA CRUZ

(signature on file) 10/1/15
David Cariaga Date

(signature on file) 10/1/15
Timothy Davis Date

(signature on file) 10/5/15
Rome Norman Date

(signature on file) 10/5/15
Lisa Murphy Date

(signature on file) 9/30/15
Claudia Carlson Date

(signature on file) _____
Cheryl Fyfe Date

(signature on file) 10/2/15
Ezekiel Bean Date

(signature on file) 9/30/15
Joe McMullen Date



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
Supervisor										
344	ACCOUNTING SERVICES SUPERVISC	4,319 24.9173	4,535 26.1635	4,762 27.4731	5,000 28.8462	5,250 30.2885	5,512 31.8000	5,788 33.3923	6,077 35.0596	6,381 36.8135
301	ASSISTANT GOLF COURSE SUPT	4,055 23.3942	4,258 24.5654	4,471 25.7942	4,695 27.0865	4,930 28.4423	5,177 29.8673	5,436 31.3615	5,708 32.9308	5,993 34.5750
302	AUDITORIUM SUPERVISOR	4,149 23.9365	4,356 25.1308	4,574 26.3885	4,803 27.7096	5,043 29.0942	5,295 30.5481	5,560 32.0769	5,838 33.6808	6,130 35.3654
305	CHIEF RANGER	4,167 24.0404	4,375 25.2404	4,594 26.5038	4,824 27.8308	5,065 29.2212	5,318 30.6808	5,584 32.2154	5,863 33.8250	6,156 35.5154
307	COMMUNITY CENTER COORDINATO	4,149 23.9365	4,356 25.1308	4,574 26.3885	4,803 27.7096	5,043 29.0942	5,295 30.5481	5,560 32.0769	5,838 33.6808	6,130 35.3654
350	FACILITIES MAINT SUPERVISOR	4,841 27.9288	5,083 29.3250	5,337 30.7904	5,604 32.3308	5,884 33.9462	6,178 35.6423	6,487 37.4250	6,811 39.2942	7,152 41.2615
308	FIELD SUPERVISOR	5,110 29.4808	5,365 30.9519	5,633 32.4981	5,915 34.1250	6,211 35.8327	6,522 37.6269	6,848 39.5077	7,190 41.4808	7,550 43.5577
309	GARAGE SERVICE SUPERVISOR	4,730 27.2885	4,966 28.6500	5,214 30.0808	5,475 31.5865	5,749 33.1673	6,036 34.8231	6,338 36.5654	6,655 38.3942	6,988 40.3154
312	LEAD EQUIPMENT MECHANIC	4,291 24.7558	4,506 25.9962	4,731 27.2942	4,968 28.6615	5,216 30.0923	5,477 31.5981	5,751 33.1788	6,039 34.8404	6,341 36.5827
363	LIBRARY ASSISTANT III	3,244 18.7154	3,406 19.6500	3,576 20.6308	3,755 21.6635	3,943 22.7481	4,140 23.8846	4,347 25.0788	4,564 26.3308	4,792 27.6462
364	LIBRARY ASSISTANT IV	3,471 20.0250	3,645 21.0288	3,827 22.0788	4,018 23.1808	4,219 24.3404	4,430 25.5577	4,651 26.8327	4,884 28.1769	5,128 29.5846
365	MARINE SAFETY OFFICER	3,829 22.0904	4,020 23.1923	4,221 24.3519	4,432 25.5692	4,654 26.8500	4,887 28.1942	5,131 29.6019	5,388 31.0846	5,657 32.6365
316	OFFICE SUPERVISOR	4,077 23.5212	4,281 24.6981	4,495 25.9327	4,720 27.2308	4,956 28.5923	5,204 30.0231	5,464 31.5231	5,737 33.0981	6,024 34.7538
320	PARKING OFFICE SUPERVISOR	4,077 23.5212	4,281 24.6981	4,495 25.9327	4,720 27.2308	4,956 28.5923	5,204 30.0231	5,464 31.5231	5,737 33.0981	6,024 34.7538
348	PARKING SERVICES SUPERVISOR	4,220 24.3462	4,431 25.5635	4,653 26.8442	4,886 28.1885	5,130 29.5962	5,387 31.0788	5,656 32.6308	5,939 34.2635	6,236 35.9769
321	PARKS FIELD CREW LEADER	3,829 22.0904	4,020 23.1923	4,221 24.3519	4,432 25.5692	4,654 26.8500	4,887 28.1942	5,131 29.6019	5,388 31.0846	5,657 32.6365
322	POLICE RECORDS SUPERVISOR	4,271 24.6404	4,485 25.8750	4,709 27.1673	4,944 28.5231	5,191 29.9481	5,451 31.4481	5,724 33.0231	6,010 34.6731	6,311 36.4096
359	QA/QC LABORATORY CHEMIST	4,599 26.5327	4,829 27.8596	5,070 29.2500	5,324 30.7154	5,590 32.2500	5,869 33.8596	6,162 35.5500	6,470 37.3269	6,794 39.1962
323	RECREATION SUPERVISOR	3,977 22.9442	4,176 24.0923	4,385 25.2981	4,604 26.5615	4,834 27.8885	5,076 29.2846	5,330 30.7500	5,596 32.2846	5,876 33.9000



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
Supervisor										
349	RESOURCE RECOVERY SUPERVISOR	4,254 24.5423	4,467 25.7712	4,690 27.0577	4,925 28.4135	5,171 29.8327	5,430 31.3269	5,701 32.8904	5,986 34.5346	6,285 36.2596
345	SENIOR ELECTRICIAN	4,788 27.6231	5,027 29.0019	5,278 30.4500	5,542 31.9731	5,819 33.5712	6,110 35.2500	6,415 37.0096	6,736 38.8615	7,073 40.8058
330	SERVICE FIELD CREW LEADER	3,829 22.0904	4,020 23.1923	4,221 24.3519	4,432 25.5692	4,654 26.8500	4,887 28.1942	5,131 29.6019	5,388 31.0846	5,657 32.6365
360	SR ENVIR COMPLIANCE INSPECTOR	4,242 24.4731	4,454 25.6962	4,677 26.9827	4,911 28.3327	5,157 29.7519	5,415 31.2404	5,686 32.8038	5,970 34.4423	6,268 36.1615
361	SR ENVIRON PROJECTS ANALYST	4,559 26.3019	4,787 27.6173	5,026 28.9962	5,277 30.4442	5,541 31.9673	5,818 33.5654	6,109 35.2442	6,414 37.0038	6,735 38.8558
328	SR PLANT MAINTENANCE MECHANIC	4,356 25.1308	4,574 26.3885	4,803 27.7096	5,043 29.0942	5,295 30.5481	5,560 32.0769	5,838 33.6808	6,130 35.3654	6,436 37.1308
329	SR WASTEWATER PLANT OPERATOR	5,489 31.6673	5,763 33.2481	6,051 34.9096	6,354 36.6577	6,672 38.4923	7,006 40.4192	7,356 42.4385	7,724 44.5615	8,110 46.7885
362	SUPERVISING PLANS EXAMINER	5,705 32.9135	5,990 34.5577	6,289 36.2827	6,603 38.0942	6,933 39.9981	7,280 42.0000	7,644 44.1000	8,026 46.3038	8,427 48.6173
333	UTILITY SUPERVISOR	4,197 24.2135	4,407 25.4250	4,627 26.6942	4,858 28.0269	5,101 29.4288	5,356 30.9000	5,624 32.4462	5,905 34.0673	6,200 35.7692
355	WATER DIST CREW LEADER III	4,284 24.7154	4,498 25.9500	4,723 27.2481	4,959 28.6096	5,207 30.0404	5,467 31.5404	5,740 33.1154	6,027 34.7712	6,328 36.5077
356	WATER DIST CREW LEADER IV	4,390 25.3269	4,610 26.5962	4,840 27.9231	5,082 29.3192	5,336 30.7846	5,603 32.3250	5,883 33.9404	6,177 35.6365	6,486 37.4192
352	WATER DISTRIBUTION SUP V	5,665 32.6827	5,948 34.3154	6,245 36.0288	6,557 37.8288	6,885 39.7212	7,229 41.7058	7,590 43.7885	7,969 45.9750	8,367 48.2712
351	WATER DISTRIBUTION SUPERV IV	5,529 31.8981	5,805 33.4904	6,095 35.1635	6,400 36.9231	6,720 38.7692	7,056 40.7077	7,409 42.7442	7,779 44.8788	8,168 47.1231
340	WATER FACILITIES FIELD SUPV	5,588 32.2385	5,867 33.8481	6,160 35.5385	6,468 37.3154	6,791 39.1788	7,131 41.1404	7,488 43.2000	7,862 45.3577	8,255 47.6250
339	WATER METER SUPERVISOR	4,081 23.5442	4,285 24.7212	4,499 25.9558	4,724 27.2538	4,960 28.6154	5,208 30.0462	5,468 31.5462	5,741 33.1212	6,028 34.7769
354	WATER TREAT SUP V	5,850 33.7500	6,142 35.4346	6,449 37.2058	6,771 39.0635	7,110 41.0192	7,465 43.0673	7,838 45.2192	8,230 47.4808	8,641 49.8519
353	WATER TREATMENT SUPV IV	5,571 32.1404	5,850 33.7500	6,142 35.4346	6,449 37.2058	6,771 39.0635	7,110 41.0192	7,465 43.0673	7,838 45.2192	8,230 47.4808
341	WHARF CONSTRUCTION CREW LDR	4,036 23.2846	4,238 24.4500	4,450 25.6731	4,672 26.9538	4,906 28.3038	5,151 29.7173	5,409 31.2058	5,679 32.7635	5,963 34.4019
343	WHARF SUPERVISOR	5,110 29.4808	5,365 30.9519	5,633 32.4981	5,915 34.1250	6,211 35.8327	6,522 37.6269	6,848 39.5077	7,190 41.4808	7,550 43.5577



City of Santa Cruz
 California
 Human Resources
Salary Compensation Plans

Page 3 of 3
 09/02/2015
 Effective Date: 08/15/2015
 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
Supervisor										
346	WW COLLECTION FIELD CREW LDR	4,204 24.2538	4,414 25.4654	4,635 26.7404	4,867 28.0788	5,110 29.4808	5,365 30.9519	5,633 32.4981	5,915 34.1250	6,211 35.8327
358	WW FAC ELEC/INSTR SUPV	4,907 28.3096	5,152 29.7231	5,410 31.2115	5,681 32.7750	5,965 34.4135	6,263 36.1327	6,576 37.9385	6,905 39.8365	7,250 41.8269
357	WW FACILITIES MECH SUP	4,588 26.4692	4,817 27.7904	5,058 29.1808	5,311 30.6404	5,577 32.1750	5,856 33.7846	6,149 35.4750	6,456 37.2462	6,779 39.1096

EXHIBIT B

SUPERVISORY UNIT CLASSIFICATIONS REQUIRING SAFETY BOOTS

Chief Ranger
Field Supervisor
Garage Service Supervisor
Lead Equipment Mechanic
Parks Field Crew Leader
Resource Recovery Supervisor
Senior Electrician
Service Field Crew Leader
Street Maintenance Supervisor
Water Distribution Crew Leader III/IV
Water Distribution Supervisor IV/V
Water Facilities Field Supervisor
Water Meter Supervisor
Water Treatment Supervisor IV/V
Wharf Construction Crew Leader
Wharf Supervisor

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

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