

**MEMORANDUM OF UNDERSTANDING**

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

**November 12, 2022 to December 5, 2025**

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OPERATING ENGINEERS, LOCAL #3**

**November 12, 2022, to December 5, 2025**

**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 November 12, 2022 and shall expire on December 5, 2025.

Unless otherwise stated herein, all payroll related changes identified in this tentative agreement will commence with the pay period beginning November 12, 2022.

**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formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.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-Miliias-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/RESPECTFUL WORKPLACE CONDUCT**

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

## **SECTION 10.00 - UNION SECURITY AND UNION RIGHTS**

### **10.01 Memorandum of Understanding**

#### **10.01.01 Distribution**

The City will make copies of this Memorandum of Understanding available to all members in electronic format. When a person is hired in any classification covered by this Memorandum of Understanding, the City shall notify the person that the Union is the recognized employee organization and provide a link to this Memorandum of Understanding.

### **10.02 Union Notification**

Except in cases of bona fide emergencies, the Union shall be given seven (7) 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.

### **10.03 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.

### **10.04 Payroll Deductions**

#### **10.04.01 Payroll Deductions**

The City shall deduct Union membership dues and any other mutually agreed-upon payroll deduction, to the extent permitted by law, from the monthly pay of each member employee. The Union will provide the City with information regarding the amount of dues deductions and the list of Union member employees who have affirmatively consented to or authorized dues deductions.

The City shall remit the deducted dues and any other mutually agreed payroll deduction, to the extent permitted by law, to the Union as soon as possible after the deduction.

The City agrees to direct each member employee to the Union with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction, to the extent permitted by law.

The Union is responsible for providing the City with timely information regarding changes to member employees' dues and any other lawful union-related payroll deduction.

#### 10.04.02      Union's Certification

The City shall make payroll deductions in reliance on the Union's certification certifying that the Union has and will maintain an authorization, signed by each member employee who affirmatively consents to pay Union membership dues. Similarly, The City shall only cancel or modify any membership dues or any other mutually agreed payroll deduction, to the extent permitted by law, for any member employees in reliance on the information provided by the Union.

The City shall not request the Union to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization.

#### 10.04.03      Indemnification

The Union shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under Section 10.03, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Union's certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by the Union, provided that the City promptly notify the Union of any such matter for which it is seeking indemnification after the City has knowledge of the occurrence of such matter.

In the event any such action or proceeding is brought against the City by reason of any such claim, the Union, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Union agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Union's actions or inactions under Section 10.03. However, the Union shall have the exclusive right to direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed on the premise and condition that the Union shall fully compensate for any monetary loss to

the City based on the Union's determination, if any.

#### **10.05 Time Off for Union Officials**

##### **10.05.01 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.

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

##### **10.05.02 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.

#### **10.06 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.

#### **10.07 Access to City Facilities**

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

#### **10.08 Area Meetings**

The City shall provide employees two (2) hours of release time per each Union general membership meeting. The two (2) hours includes travel time to and from the meeting and shall not have an adverse impact on City operations. The purpose of area meetings shall be to



nominate and elect officers and shop stewards and to provide a forum for Union communications. There shall be a maximum of three (3) area meetings annually. Union representatives shall have access to City facilities during work hours to conduct such area meetings with employees. The Union shall notify the Chief People Officer (Human Resources Director) at least ten (10) workdays in advance of the date, time, and location of each area meeting. No more than two (2) Union officials shall be provided release time to conduct these meetings.

## **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 their 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 Chief People Officer (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 (6) 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 Chief People Officer (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 with the exception of the Chief Ranger assigned to the Water Recreation Facility when open to the public. 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 fifteen (15) minute rest period during each four (4) 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 their 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 twenty-five dollars (\$25.00).

#### **12.07 Light Duty Assignments**

If an employee's medical condition temporarily precludes the performance of their normal duties and management determines modified work is available and necessary to be performed, they 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**

Effective the pay period that begins on November 12, 2022, the salary for all bargaining unit members shall be increased by four percent (4.0%).

Effective the pay period that begins on November 25, 2023, the salary for all bargaining unit members shall be increased by two percent (2.0%).

Effective the pay period that begins on December 7, 2024, the salary for all bargaining unit members shall be increased by three percent (3.0%).

Effective November 25, 2023, a new top step equivalent to 5% will be added to the salary schedule. Employees who have been in the top step for more than one year will move to the new top step effective November 25, 2023. All other employees will move to the top step on their anniversary date.

#### **13.01 Salary Steps**

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

The City will eliminate Salary Steps A, B & C effective November 12, 2022. Those affected employees will move to Step D.

#### **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 Chief People Officer (Human Resources Director) for steps D-H and the City Manager for Steps I-K.

**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, they shall be placed at the next higher step in the new range to provide the employee an increase of at least two and one-half percent (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 Chief People Officer (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 Chief People Officer (Human Resources Director).

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 they 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 five percent (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 seven (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 four percent (4.0%) (total of eleven percent (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.

C. 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 seven percent (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 13.04.02 will contribute an additional four percent (4.0%) (total of eleven percent (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 seven and one quarter percent 7.25% as of the date of this MOU. In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the employee contribution will be recalculated based upon the updated required employee contribution rate established by CalPERS.

D. Additional Required Employee Contribution

In addition to the required employee contribution, starting with the pay period containing August 17, 2013 members covered by this section 13.04.03 will contribute an additional 4.0% (total of eleven and one quarter percent 11.25% 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 provide the sick leave conversion benefit in accordance with Government Code Section 20965 at the rate of 0.004 years of service credit for each unused day of sick leave upon retirement.

#### **13.05   Longevity**

Upon completion of ten (10) years of continuous regular service employees shall receive a two and one-half percent (2.5%) longevity pay increase. Upon completion of fifteen (15) years of continuous regular service employees shall receive an additional two percent (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 (8) 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 one hour 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 ninety cents (\$.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 two dollars (\$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 two dollars (\$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 (40) 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 (1-1/2) times the base hourly rate or may be converted to compensatory time off at the rate of one and one-half (1-1/2) times the hours worked.

Compensatory time off shall not be allowed to accumulate beyond one hundred (100) hours at any given time. Any accrued and unused compensatory time earned during the calendar year will be paid out on the last pay date in December each year and employees will not be permitted to carry over unused compensatory hours at the conclusion of the calendar year.

Employees with accrued compensatory time off may choose from the following options:

- To use such time within a reasonable period in the same calendar year as it was earned after making the request, unless such time off will unduly disrupt the operations of the department.
- To roll over any accrued and unused compensatory time earned during the calendar year into a City-sponsored deferred compensation plan anytime during the calendar year.
- To cash out all or part of the accrued and unused compensatory time anytime during the calendar year.
- Any remaining balance will be either rolled over to deferred comp or paid out as described above on the last payday in December.

### **13.09 Call-Back**

Call-back work is defined as work required by management of an employee who, following completion of the employee's workday 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 their assignment and left work is again called back to work, they 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 (16) hour assignment.
- B. Weekends  
Duty personnel shall receive two (2) hours of their base hourly salary for a twenty-

four hour (24) 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 (24) 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 (20) 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 them to work more than twelve (12) hours within a twenty-four (24) 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 (8) 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 (8) 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 fifteen (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 (30) minutes. Thereafter, a minimum of fifteen minutes (0.25 hours) of overtime will be paid for actual overtime worked of less than fifteen (15) 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 them to work more than twelve (12) hours within a twenty-four (24) 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 them 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 five hundred dollars (\$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 thirty cents (\$.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 fifty dollars (\$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 twelve (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, they may request a meeting with the City to attempt to resolve the disagreement. The employee may have a representative attend such meeting(s) with them.

#### 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 five percent (5%) or less than the employee's biweekly gross salary).
2. Biweekly installment payments through payroll deduction (installment payments must be a minimum of ten dollars (\$10) and repayment must be completed within twenty-six (26) 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 three (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 two percent (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 five (5) paid certifications, after one (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 five (5) paid certifications, after one (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 four (4) paid certifications, after two (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.

### **13.19 Hazardous Material Pay**

The City will provide a twenty-five (\$25.00) per month premium pay for all employees who may be exposed to dangerous chemicals and/or biohazardous materials as indicated in the job classification description. The list of qualifying classifications will be confirmed at a subsequent meeting.

### **13.20 Scuba Pay**

Employees who perform scuba diving duties shall receive double time their hourly rate of pay while diving. After the first hour, payments shall be based on quarter-hour increments.

### **13.21 Compaction**

The City agrees to meet and confer with the union quarterly with a pledge of preventing compaction between a supervisor and the position they supervise. Salary compaction is defined as any percentage less than ten percent (10%) between top step salary of the supervisory and the top step salary of the classification it primarily supervises. A list of supervisor positions and the associated positions they supervise will be discussed at the meeting.

### **13.22 Compensation Study**

The Parties agree to meet and confer over the implementation of the Koff and Associates 2021 Compensation Study with the goal of raising total compensation of any classification below market median to ten-percent (10%) of the total compensation market median subject to Council approval. All changes must be made upon mutual agreement of the Parties.

## **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 fifty percent (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  
Juneteenth  
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 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 twenty (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 Holidays.

#### 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 their 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 Annual Holiday Credit to Vacation**

Any fixed holiday hours not taken prior to the end of the fiscal year may be credited to the employee's vacation balance (not 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 status on their last scheduled work day before the holiday and their 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 fifty percent (50%) of a pay period to earn their 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 three (3) times 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 Chief People Officer (Human Resources Director), through August 18, 2023, at which time the maximum rate of accrual will revert to two (2) times the annual rate of accrual. 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 Chief People Officer (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 fifty percent (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 twenty (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 their immediate supervisor of the need to use leave and its probable duration, if known, within one (1) 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 spouse, child, parent, sibling, registered principal domestic partner, step-parent, grandparent, grandchild, or other close relation residing in the employee's household. This forty-eight hour (48) limitation may be extended by the Chief People Officer (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 Chief People Officer (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 the last payday in December each year, employees who have accumulated more than four hundred (400) hours of sick leave will "bank" all hours in excess of four hundred (400). Banked hours may not later be converted to cash or vacation and will be used as sick leave only when all other sick leave is exhausted. The City will notify employees at least two (2) weeks before banking excess hours of sick leave.

Employees may instead choose to convert sick leave hours in excess of four hundred (400) to vacation hours at the rate of thirty-three percent (33%) of their current base rate of pay (not to exceed the Vacation Accrual Maximum set out in Section 15.04-Vacation Accrual Maximum).

Employees who have more than four hundred (400) hours of unbanked sick leave at the time of separation from the City will receive a cash payoff of all hours over four hundred (400) hours at the rate of thirty-three percent (33%) of their current base rate of pay if they have made an irrevocable election to do so by December 1<sup>st</sup> of the prior calendar year. The employee's irrevocable election must designate the amount of their accrued sick leave earned each pay period in excess of four hundred (400) hours that they wish to have be subject to the irrevocable election for cash payoff at the time of separation.

Elections will not carry over from one calendar year to the next calendar year. Employees who do not make an irrevocable election by December 1<sup>st</sup> as described above will be deemed to have elected not to participate and will have all sick leave hours accrued in excess of four hundred (400) in the following calendar year "banked" and will be prohibited from receiving a cash payoff at the time of separation.

#### **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, child, grandparent, sibling, parent-in-law, registered principal domestic partner, grandchild of the employee or spouse, sibling-in-law, child-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 Chief People Officer (Human Resources 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 their 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 their 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 their 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 their 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.

Employees who exhaust the paid leave benefits described above may take unpaid leave pursuant to Section 17.02.01 and are not required to use vacation or other similar leave.

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 their 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 and employees on Military Leave pursuant to Section 17.01.05 are not subject to the leave depletion requirement. 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. 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 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, including the child of the employee's domestic partner (leave for this reason must be taken within the twelve (12) month period following the child's birth or placement with the employee).

In any case in which both parents are employed by the City of Santa Cruz and are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled is limited to twenty-four (24) workweeks during any twelve (12) month period if leave is taken for the birth or placement for adoption or foster care of the employees' child or child of the employee's domestic partner.

- B. In order to care for a spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, or sibling of the employee who has a serious health condition.
- C. The employee's own serious health condition that makes the employee unable to perform the functions of their position.
- D. Military family leave, which includes:
  - 1. "Qualifying Exigency Leave" may be taken if the employee's spouse, son, daughter, or parent is on covered active duty or called to covered active duty status in the Regular Armed Forces during deployment to a foreign

country or in the National Guard and Reserves during deployment to a foreign country under a call or order in support of a contingency operation; qualifying exigencies may include short-notice deployment, attending certain military events, arranging for alternative childcare and school activities, addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperations, and attending post-deployment reintegration briefings.

2. “Military Caregiver Leave” of up to twenty-six (26) workweeks in a twelve (12) month period may be taken by an eligible employee who is the spouse, son, daughter, parent, or next of kin of a “covered servicemember”, in order to care for the covered servicemember with a serious illness or injury incurred or aggravated in the line of duty while on active military duty.

a. In any case in which both parents are employed by the City of Santa Cruz and are entitled to leave to care for a covered servicemember, the aggregate number of workweeks of leave to which both may be entitled is limited to twenty-six (26) workweeks during any twelve (12) month period.

Conditions covering the leave shall include the following:

- A. “Eligible employee” means having been employed by the City for twelve (12) months and having worked for at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave;
- B. Medical verification is required for the employee or their ill family member for the 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, employees 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. This pre-tax contribution is made during pay periods where employee deductions for health care benefits are taken (twenty four (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 two hundred dollars (\$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 three thousand dollars (\$3,000.00) 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 thirty (30) or more hours per week, with a maximum benefit of seven thousand five hundred dollars (\$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 twenty four (24) hour per week position is six tenths (.6) FTE; an employee in a six tenths (.6) FTE position will receive sixty percent (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 one hundred fifty one dollars \$151 per month as of the signing of this MOU.

### **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 one hundred dollars (\$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 twenty thousand dollar (\$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 as determined by management or as 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. Supervisory unit employees are encouraged to attend the "Introduction to Leadership" course once, along with two (2) qualifying courses from the Employee and Leadership Development Program on a yearly basis.

### **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 their 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 their 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 their 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 their 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 their immediate supervisor through their 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 their representative may, within ten (10) workdays after the informal meeting, submit a written grievance to their 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. They 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 their 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 their representative shall set a hearing within ten (10) workdays of receiving the appeal. The grievant, their 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 their 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 they so inform 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 them 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 their 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 written decision will include the effective date of the disciplinary action.

The employee has the right, within five (5) workdays after receiving the decision, to file a request for appeal with the City Manager, or designee, unless good cause for the failure is shown. The appeal shall be a written statement, signed by the appellant, explaining the matter appealed from, stating the action desired by the appellant, with their reasons therefore, and stating that the preaction procedures have been exhausted.

### **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 they deem 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 their 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 them 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 their 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 their personnel file. An employee may appeal the supervisor's decision to issue a written reprimand to their 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 Chief People Officer (Human Resources Director), or their 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 their 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**

ON FILE

Michael Moore

Date

ON FILE

Timothy Davis

Date

  
Jennie Munster


2-7-23

Date

  
Lisa Murphy

1/25/23

Date

  
Daniel Lawson-Thomas

2/6/23

Date

ON FILE

Armando Deloera

Date



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California  
Human Resources

**Salary Compensation Plans**

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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	Step J
<b>Supervisor</b>											
					6,030	6,331	6,648	6,980	7,329	7,695	8,080
344	ACCOUNTING SERVICES SUPERVISOR				34.7885	36.5250	38.3538	40.2692	42.2827	44.3942	46.6154
					5,692	5,977	6,276	6,590	6,919	7,265	7,628
316	ADMINISTRATIVE SERVICES SUPERV				32.8385	34.4827	36.2077	38.0192	39.9173	41.9135	44.0077
					5,663	5,946	6,243	6,555	6,883	7,227	7,588
301	ASSISTANT GOLF COURSE SUPT				32.6712	34.3038	36.0173	37.8173	39.7096	41.6942	43.7769
					6,219	6,530	6,856	7,199	7,559	7,937	8,334
305	CHIEF RANGER				35.8788	37.6731	39.5538	41.5327	43.6096	45.7904	48.0808
					7,047	7,399	7,769	8,157	8,565	8,993	9,443
372	CODE COMPLIANCE SUPERVISOR				40.6558	42.6865	44.8212	47.0596	49.4135	51.8827	54.4788
					6,758	7,096	7,451	7,824	8,215	8,626	9,057
350	FACILITIES MAINT SUPERVISOR				38.9885	40.9385	42.9865	45.1385	47.3942	49.7654	52.2519
					7,133	7,490	7,865	8,258	8,671	9,105	9,560
308	FIELD SUPERVISOR				41.1519	43.2115	45.3750	47.6423	50.0250	52.5288	55.1538
					6,603	6,933	7,280	7,644	8,026	8,427	8,848
309	GARAGE SERVICE SUPERVISOR				38.0942	39.9981	42.0000	44.1000	46.3038	48.6173	51.0462
					5,991	6,291	6,606	6,936	7,283	7,647	8,029
312	LEAD EQUIPMENT MECHANIC				34.5635	36.2942	38.1115	40.0154	42.0173	44.1173	46.3212
					4,528	4,754	4,992	5,242	5,504	5,779	6,068
363	LIBRARY ASSISTANT III				26.1231	27.4269	28.8000	30.2423	31.7538	33.3404	35.0077
					4,847	5,089	5,343	5,610	5,890	6,185	6,494
364	LIBRARY ASSISTANT IV				27.9635	29.3596	30.8250	32.3654	33.9808	35.6827	37.4654
					5,692	5,977	6,276	6,590	6,919	7,265	7,628
320	PARKING OFFICE SUPERVISOR				32.8385	34.4827	36.2077	38.0192	39.9173	41.9135	44.0077
					5,892	6,187	6,496	6,821	7,162	7,520	7,896
348	PARKING SERVICES SUPERVISOR				33.9923	35.6942	37.4769	39.3519	41.3192	43.3846	45.5538



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Grade Code	Description	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
<b>Supervisor</b>											
					5,345	5,612	5,893	6,188	6,497	6,822	7,163
321	PARKS FIELD CREW LEADER				30.8365	32.3769	33.9981	35.7000	37.4827	39.3577	41.3250
					7,059	7,412	7,783	8,172	8,581	9,010	9,461
359	QA/QC LABORATORY CHEMIST				40.7250	42.7615	44.9019	47.1462	49.5058	51.9808	54.5827
					5,793	6,083	6,387	6,706	7,041	7,393	7,763
323	RECREATION SUPERVISOR				33.4212	35.0942	36.8481	38.6885	40.6212	42.6519	44.7865
					5,939	6,236	6,548	6,875	7,219	7,580	7,959
349	RESOURCE RECOVERY SUPERVISOR				34.2635	35.9769	37.7769	39.6635	41.6481	43.7308	45.9173
					7,351	7,719	8,105	8,510	8,935	9,382	9,851
345	SENIOR ELECTRICIAN				42.4096	44.5327	46.7596	49.0962	51.5481	54.1269	56.8327
					7,854	8,247	8,659	9,092	9,547	10,024	10,525
366	SENIOR WW PLANT OPER IV				45.3115	47.5788	49.9558	52.4538	55.0788	57.8308	60.7212
					5,345	5,612	5,893	6,188	6,497	6,822	7,163
330	SERVICE FIELD CREW LEADER				30.8365	32.3769	33.9981	35.7000	37.4827	39.3577	41.3250
					6,260	6,573	6,902	7,247	7,609	7,989	8,388
360	SR ENVIR COMPLIANCE INSPECTOR				36.1154	37.9212	39.8192	41.8096	43.8981	46.0904	48.3923
					7,662	8,045	8,447	8,869	9,312	9,778	10,267
329	SR WW PLANT OPER III				44.2038	46.4135	48.7327	51.1673	53.7231	56.4115	59.2327
					7,650	8,033	8,435	8,857	9,300	9,765	10,253
367	SUPERVISING BUILDING INSPECTOR				44.1346	46.3442	48.6635	51.0981	53.6538	56.3365	59.1519
					7,962	8,360	8,778	9,217	9,678	10,162	10,670
362	SUPERVISING PLANS EXAMINER				45.9346	48.2308	50.6423	53.1750	55.8346	58.6269	61.5577
					5,857	6,150	6,457	6,780	7,119	7,475	7,849
333	UTILITY SUPERVISOR				33.7904	35.4808	37.2519	39.1154	41.0712	43.1250	45.2827
					6,278	6,592	6,922	7,268	7,631	8,013	8,414
355	WATER DIST CREW LEADER III				36.2192	38.0308	39.9346	41.9308	44.0250	46.2288	48.5423



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<b>Supervisor</b>											
					6,434	6,756	7,094	7,449	7,821	8,212	8,623
356	WATER DIST CREW LEADER IV				37.1192	38.9769	40.9269	42.9750	45.1212	47.3769	49.7481
					7,906	8,301	8,716	9,152	9,610	10,090	10,595
352	WATER DISTRIBUTION SUP V				45.6115	47.8904	50.2846	52.8000	55.4423	58.2115	61.1250
					7,718	8,104	8,509	8,934	9,381	9,850	10,342
351	WATER DISTRIBUTION SUPERV IV				44.5269	46.7538	49.0904	51.5423	54.1212	56.8269	59.6654
					7,047	7,399	7,769	8,157	8,565	8,993	9,443
370	WATER FAC MECH SUPERVISOR				40.6558	42.6865	44.8212	47.0596	49.4135	51.8827	54.4788
					8,190	8,599	9,029	9,480	9,954	10,452	10,975
340	WATER FACILITIES FIELD SUPV				47.2500	49.6096	52.0904	54.6923	57.4269	60.3000	63.3173
					5,838	6,130	6,436	6,758	7,096	7,451	7,824
339	WATER METER SUPERVISOR				33.6808	35.3654	37.1308	38.9885	40.9385	42.9865	45.1385
					7,351	7,719	8,105	8,510	8,935	9,382	9,851
371	WATER RESOURCES SUPERVISOR				42.4096	44.5327	46.7596	49.0962	51.5481	54.1269	56.8327
					8,164	8,572	9,001	9,451	9,924	10,420	10,941
354	WATER TREAT SUP V				47.1000	49.4538	51.9288	54.5250	57.2538	60.1154	63.1212
					7,774	8,163	8,571	9,000	9,450	9,923	10,419
353	WATER TREATMENT SUPV IV				44.8500	47.0942	49.4481	51.9231	54.5192	57.2481	60.1096
					5,634	5,916	6,212	6,523	6,849	7,191	7,551
341	WHARF CONSTRUCTION CREW LDR				32.5038	34.1308	35.8385	37.6327	39.5135	41.4865	43.5635
					7,133	7,490	7,865	8,258	8,671	9,105	9,560
343	WHARF SUPERVISOR				41.1519	43.2115	45.3750	47.6423	50.0250	52.5288	55.1538
					6,278	6,592	6,922	7,268	7,631	8,013	8,414
346	WW COLLECTION FIELD CREW LDR				36.2192	38.0308	39.9346	41.9308	44.0250	46.2288	48.5423
					7,535	7,912	8,308	8,724	9,159	9,617	10,098
358	WW FAC ELEC/INSTR SUPV				43.4712	45.6462	47.9308	50.3308	52.8404	55.4827	58.2577



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<b>Supervisor</b>											
					7,047	7,399	7,769	8,157	8,565	8,993	9,443
357	WW FACILITIES MECH SUP				40.6558	42.6865	44.8212	47.0596	49.4135	51.8827	54.4788
					8,640	9,072	9,526	10,002	10,502	11,027	11,578
368	WW TREATMENT OPER SUPERVISOR				49.8462	52.3385	54.9577	57.7038	60.5885	63.6173	66.7962

## **EXHIBIT B**

### **SUPERVISORY UNIT CLASSIFICATIONS REQUIRING SAFETY BOOTS**

Chief Ranger  
Field Supervisor  
Garage Service Supervisor  
Homelessness Services Supervisor  
Lead Equipment Mechanic  
Parks Field Crew Leader  
Resource Recovery Supervisor  
Senior Electrician  
Service Field Crew Leader  
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





## EXHIBIT C

### COUNCIL POLICY 25.2

POLICY TITLE      DISCRIMINATION, HARASSMENT, RETALIATION, AND  
RESPECTFUL WORKPLACE CONDUCT POLICY

#### POLICY STATEMENT

It is the policy of the City of Santa Cruz to maintain and promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and to provide all current and prospective employees, Councilmembers, contractors, unpaid interns, and volunteers with equal opportunity in employment regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military and veteran status (all of which are later referred to as "Protected Categories"), or any other consideration made unlawful by local, State or Federal law.

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.

This policy prohibits unlawful harassment, discrimination, and retaliation by supervisors, managers, co-workers, and third parties such as vendors or customers.

#### **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 any of the above-listed protected categories including, but not limited to, any of the following forms:

- a) basing an employment decision on a job applicant's or an employee's protected status;
- b) treating an applicant or employee differently with regard to any aspect of employment because of their protected status;
- c) offering an employment benefit in exchange for sexual favors;
- d) threatening negative consequences if an employee declines a sexual advance;
- e) engaging in harassment, as more specifically defined below; and
- f) 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 any 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, including on social media;
- b) physical acts such as assault or impeding or blocking movement;
- c) visual insults such as derogatory posters, drawings, or photographs;

- d) unwanted sexual advances, requests for sexual favors, and other acts of a sexual nature; and
- e) sending sexually-related emails or text messages.

Abusive Conduct as used in this policy is defined as conduct in the workplace or on social media, undertaken with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests; it may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating or humiliating, or the sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

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, contractors, unpaid interns, and volunteers.

Equal Employment Opportunity Committee (EEOC) as used in this policy is an advisory body to the City Council 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 abusive conduct, discrimination, harassment, and retaliation from occurring in the workplace environment, including the following:
  - a) affirmatively raising the subjects of abusive conduct, discrimination, harassment and retaliation;
  - b) expressing strong disapproval;
  - c) maintaining and developing appropriate sanctions;
  - d) informing employees of their right to raise and how to raise the issues of abusive conduct, discrimination, harassment, and retaliation under City policy and/or the law; and
  - e) maintaining and developing methods to sensitize all concerned.

Such behavior shall not be tolerated, condoned, or trivialized. The City is committed to take action against any person violating this policy which will end the prohibited conduct. City employees who violate this policy shall be subjected to appropriate discipline, including possible dismissal, upon consideration of the findings and recommendations of the City Manager or their representative.

2. The City Manager shall fully accept and support the City's commitment to prevent abusive conduct, discrimination, harassment, and retaliation as a means to assure full equal employment opportunity for all prospective and current employees, contractors, unpaid interns, and volunteers 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 Human Resources Director on the resolution of complaints appealed under the Administrative Procedure Order (APO) Discrimination/Harassment/Retaliation 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, including its definition of abusive conduct, discrimination, harassment, and retaliation and the complaint procedures are disseminated to all employees;
  - b) providing guidance, training sessions, and assistance to department heads, managers, supervisors, and employees within their areas of responsibility;
  - c) investigating, resolving, and making findings and recommendations on complaints that are reported according to established informal and formal grievance procedures as set forth in the Discrimination/Harassment/Retaliation Policy Implementation and Complaint Procedure APO and the Respectful Workplace Conduct APO;
  - 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;
  - f) designing, implementing, and monitoring a recruitment program to draw all qualified applicants; and
  - g) 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 abusive conduct, discrimination, harassment, and retaliation under this policy;
  - c) ensuring that their employees have equal access to training and promotional opportunities;
  - d) acting to prevent abusive conduct, discrimination, harassment and retaliation from occurring; 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 abusive conduct, discrimination, harassment, and retaliation and implementation of remedial measures and shall not retaliate against complainants or witnesses.
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 (or a representative of their choice, on their behalf) who feels a violation of this policy has occurred. The procedures for resolving complaints alleging violation of this policy are set forth in APO Discrimination/Harassment/Retaliation Policy Implementation and Complaint Procedure and APO Respectful Workplace Conduct.

- 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 abusive conduct, discrimination, harassment, and retaliation exist in their companies.
- Councilmembers, contractors, unpaid interns, volunteers, customers and visitors shall not be subjected to, or cause, a violation of this policy.
- 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.
- Discrimination/harassment/retaliation prevention (including prevention of abusive conduct), 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

Revision by Resolution No. NS-29,220 April 4, 2017

## EXHIBIT D

City of Santa Cruz  
Administrative Procedure Order  
Section II, #1A (Revised April 2017)

II-1A

TO: Department Heads

SUBJECT: DISCRIMINATION/HARASSMENT/RETALIATION POLICY  
IMPLEMENTATION AND COMPLAINT PROCEDURE

### PURPOSE

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

### POLICY

It is the policy of the City of Santa Cruz to maintain and promote a working environment free from discrimination, harassment, and retaliation, and to provide all current and prospective employees, contractors, interns, and volunteers with equal opportunity in employment regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military and veteran status (later referred to collectively as "Protected Categories") or any other consideration made unlawful by local, State, or Federal law.

This policy is promulgated in recognition of the fact that conduct 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 policy of this type, it is essential that all persons who witness or experience discrimination, harassment, or retaliation report it 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 complaint, reporting discrimination, harassment, or retaliation which he or she has witnessed, or assisting in an investigation is strictly prohibited. Employees found to have participated in retaliatory action in contravention of this policy shall 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/Discrimination/Retaliation Prevention Training, and Cultural Diversity Training, within the first year of hire.
- 2) Supervisors – Cultural Diversity Training within the first year of hire, Harassment/Discrimination/Retaliation Prevention Training within six months of gaining supervisory responsibilities, and refresher training no less frequently than every two years.

Posters explaining local, State, and Federal non-discrimination laws will be prominently displayed in the Human Resources Department.

#### REASONABLE ACCOMMODATION FOR DISABILITY (in accordance with Title II of the *Americans with Disabilities Act of 1990, and as amended by the ADA Amendments Act of 2008*)

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.

#### **I. 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.

#### **II. 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.

### **III. 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, HARASSMENT, AND RETALIATION COMPLAINT PROCEDURE**

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

Complainants, and employees alleged to have engaged in discrimination, harassment, or retaliation, 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 Human Resources Department 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 Department 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 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 by a qualified person. 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. The investigation will be documented and tracked for reasonable progress and appropriate due process. 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, Harassment, and Retaliation Policy and if remedial action is necessary to resolve the issues of the complaint. The complainant, alleged perpetrator/harasser, and department head(s) will be notified of the Human Resources 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, harassment, or retaliation 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:

California Department of Fair Employment and Housing  
Bay Area Regional Office  
39141 Civic Center Drive, Suite 250  
Fremont, CA 94538  
Phone: (800) 884-1684  
For Persons with a Hearing Impairment: (800) 884-1684 or TTY at (800) 700-2320  
E-mail: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

United States Equal Employment Opportunity Commission  
San Jose Local Office  
96 North Third Street, Suite 250  
San Jose, CA 95112  
Phone: (800) 669-4000  
Fax: (408) 291-4539  
TTY: (800) 669-6820  
ASL Video Phone: (844) 234-5122



## EXHIBIT E

City of Santa Cruz  
Administrative Procedure Order  
Section II, #1B (Effective April 2017)

II-1B

TO: Department Heads

SUBJECT: RESPECTFUL WORKPLACE CONDUCT

### PURPOSE

The City of Santa Cruz is committed to maintaining and promoting a respectful work environment. Council Policy 25.2 (*Discrimination and Harassment Policy*), Administrative Procedure Order II-1A (*Discrimination/Harassment Policy Implementation and Complaint Procedure*), and this Administrative Procedure Order establish behavioral and workplace standards to support a culture of collaboration, inclusion, and productivity.

### POLICY

It is the intent of the City of Santa Cruz that all employees, volunteers, Councilmembers, Commissioners, customers, contractors, and visitors to the City's worksites or places where City work is conducted enjoy a positive, respectful, and productive work environment free from behavior, actions, or language constituting a violation of this Respectful Workplace Conduct Policy. Such conduct may include, but is not limited to, the following as perceived by a reasonable person: repeated infliction of verbal, written, or social media abuse such as the use of derogatory remarks, epithets, or insults; physical conduct that is threatening, intimidating, bullying, or humiliating; or the sabotage or undermining of a person's work performance. Incorporated by reference in this policy is the amendment to §12950.1 of the California Government Code created by Assembly Bill 2053 (effective January 1, 2015) adding to the supervisory training requirement the subject matter "prevention of abusive conduct."

Employees found to have participated in actions constituting a violation of this policy shall be subject to disciplinary action up to and including termination. Volunteers found to have participated in actions constituting a violation of this policy may be subject to termination of their volunteer relationship with the City. If a complaint involves the conduct of a contractor, Human Resources will inform the contractor of the behavior and request prompt, appropriate action. The City reserves the right to prohibit a contractor's individual employee(s) from entering City-owned property/premises. Councilmembers, Commissioners, customers, and visitors who engage in conduct in violation of this policy are subject to action on the part of the City intended to stop the conduct and protect others. Executives, managers, and supervisors who know or should know of conduct in violation of this policy and who fail to report such behavior or fail to take prompt, appropriate action when such conduct is observed or reported may 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.

All employees shall receive a copy of this policy when they receive Council Policy 25.2 (*Discrimination and Harassment Policy*) and Administrative Procedure Order II-1A (*Discrimination/Harassment Policy Implementation and Complaint Procedure*).

## **I. Definition**

**Disrespectful Conduct:** Any one or all of the following as perceived by a reasonable person:

- 1) Use of language that is intended to be, or perceived by a reasonable person to be, demeaning, berating, humiliating, threatening, bullying, offensive, insulting, slanderous, or malicious rumor-spreading;
- 2) Conduct that a reasonable person would find disruptive, abusive, threatening, intimidating, aggressive, or insubordinate; and/or
- 3) Acts to undermine or interfere with an employee's work performance.

A single act shall not constitute disrespectful conduct unless especially severe and egregious.

## **II. Responsibilities**

a. **Employees, Volunteers, Councilmembers, Commissioners, Customers, Contractors, and Visitors:** All persons are required to behave respectfully and to refrain from disrespectful behaviors, and are expected to:

- Recognize when they or others are being subjected to disrespectful conduct and not condone or ignore it;
- Bring the situation to the attention of a supervisor or the next person in the chain of command, department director, or Human Resources Department, or where physical safety is concerned, contact emergency services (9-1-1);
- Understand that someone's intent does not excuse otherwise disrespectful conduct and/or relieve them from being held accountable for their actions; and
- Address, if possible, inappropriate behavior directly with the person engaging in such conduct in a professional and nonconfrontational manner.

b. **Executives, Managers, and Supervisors:** Executives, managers, and supervisors are responsible for demonstrating respectful personal behavior towards all coworkers and visitors, as well as to set an example of respectful behavior as a model for City employees, volunteers, and visitors. In addition to this responsibility and the expectations listed above, executives, managers, and supervisors are expected to:

- Maintain a level of awareness with their staff sufficient to know if disrespectful behavior is occurring; and
- Maintain a level of open communication with their staff that encourages them to report instances of disrespectful behavior that have occurred;

- Encourage the reporting of instances of disrespectful behavior by making this policy known to all employees;
- Promptly address all observed disrespectful behavior;
- Take reports and complaints of disrespectful behavior seriously and, if deemed appropriate following consultation with their immediate supervisor, attempt to independently confirm whether or not the reported behavior occurred or is occurring, without divulging the identity of the reporting party; and
- Promptly report complaints to a supervisor, the department director, and Human Resources Department.

### **III. Retaliation**

The City maintains a strict stance of no tolerance for retaliation against anyone for bringing a complaint or participating in an investigation. Under no circumstances will anyone be disciplined, demoted, or otherwise retaliated against for reporting, disclosing, or bringing a Respectful Workplace Conduct complaint to the attention of the City. 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.

- a. Anyone who believes they have been retaliated against because they filed a complaint, participated in an investigation, or reported observing a violation of the Respectful Workplace Conduct Policy should report this behavior to their supervisor, department director, or Human Resources Department.
- b. Complaints of retaliation will be investigated promptly.

## **PROCEDURE**

### **I. Filing a Respectful Workplace Conduct Complaint**

Any person who observes or perceives they have been subjected to conduct by another person believed to be a violation of this policy may initiate the complaint process by notifying their immediate supervisor, department director, or Human Resources Department.

- a. Complaints may be submitted to an employee's immediate supervisor, any supervisor or manager within or outside the department, the department director, or Human Resources Department within thirty (30) days of the date the alleged action occurred. Any City of Santa Cruz supervisor, manager, or department director who receives a complaint shall notify an appropriate supervisor/manager/director and Human Resources upon receipt of the complaint.
- b. If a complainant wishes to file the complaint in person and receive assistance, they may contact the Human Resources Department to schedule an appointment.
- c. Written complaints should include the following information (it is recommended but not required to use the "Respectful Workplace Conduct Complaint Form");



- The name, address, and telephone number of the complainant.
- The specific disrespectful practice(s) or incident(s) that have occurred, including retaliation.
- The names of any persons thought to be responsible for the disrespectful behavior.
- 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.

## **II. Investigation**

After reviewing the information contained in the complaint, the staff member who received the complaint within the department of the complainant will, in consultation with his or her immediate supervisor, determine if the complaint can be resolved within the department or if there is sufficient complexity to warrant a formal investigation. If so determined, the department director will be consulted and the Human Resources Department will coordinate and conduct (or delegate responsibility for coordinating and conducting) an investigation. The investigation will proceed within the following guidelines:

- a. Steps will be taken to ensure employees are protected from further violations.
- b. Complaints will be dealt with in a discreet and confidential manner, to the extent possible.
- c. All parties are expected to cooperate with the investigation and are required to keep information regarding the investigation confidential. Failure to cooperate or maintain confidentiality could result in disciplinary action up to and including termination.
- d. Employees who are the subject of an investigation into actions constituting a possible violation of this policy may request to have representation. The right to representation may be required for members of the Police and Fire bargaining units.
- e. The complainant, the employee subject to the investigation, and all witnesses will be informed that retaliating against a person for making a complaint and/or participating in an investigation will not be tolerated and could result in disciplinary action up to and including termination.

## **III. Resolution of the Complaint**

If a complaint is substantiated, the employee subject to the investigation will be notified of the appropriate disciplinary action that will be taken.

- a. The complainant will be notified if any part of a complaint is substantiated and if action has been taken. The complainant will not be told the details of the action, including discipline.

- b. Both the complainant and the employee subject to the investigation will be notified if a complaint is not substantiated.

#### IV. Withdrawal of Complaint

The complaint or any part of the complaint may be withdrawn at any time by the complainant; however, the request for such withdrawal must be in writing and state the reasons for the request. The Human Resources Department will review the request for withdrawal in order to determine whether or not it was the result of restraint, interference, coercion, discrimination, retaliation, or reprisal. An investigation may still proceed if a complaint is withdrawn.

#### V. Records

All records of complaints and investigations, whether substantiated, unsubstantiated, or withdrawn, will be maintained in confidence by the Human Resources Department.

Only documentation of disciplinary action imposed as a result of a sustained complaint is maintained in the employee's personnel file.

#### DEFINITIONS OF TERMINOLOGY

Abusive Conduct: Conduct of an employer or employee in the workplace or on social media, undertaken with malice that a reasonable person would find hostile or offensive and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of written or verbal abuse, including the use of social media, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

Aggressive: Demonstrating unduly forceful behavior.

Bullying: Conduct, either direct or indirect, that harms one or more individuals, not limited to behaviors that cause physical harm. Bullying may be verbal (including oral and written language as well as the use of social media) or nonverbal, may involve a real or perceived imbalance of power, and often includes behaviors described above as *Abusive Conduct*.

Derogatory: Behavior that is disparaging or belittling in attitude that aims to detract or diminish.

#### Disrespectful Conduct:

- 1) Use of language that is intended to be, or would be perceived by a reasonable person to be, demeaning, berating, humiliating, threatening, rude, bullying, offensive, insulting, slanderous, or malicious rumor-spreading;
- 2) Conduct that a reasonable person would find disruptive, abusive, threatening, intimidating, aggressive, or insubordinate; and
- 3) Acts to undermine or interfere with an employee's work performance.

A single act shall not constitute disrespectful conduct, unless especially severe and egregious.

Epithet: A word or phrase meant to characterize a person or thing, particularly in a negative or derogatory manner.

Humiliate: To disgrace, belittle, or make another appear foolish.

Insolent: Speaking or behaving in a way that is disrespectful or insulting.

Insult: To use offensive or disrespectful epithets towards others.

Intimidate: To behave in a manner that would cause a reasonable person to fear physical or emotional damage or harm.

Malice: A willful and conscious disregard of the feelings, rights, or safety of others.

Respectful Conduct: Behavior that expresses consideration of others' identities, viewpoints, and beliefs; restraint from behaviors that would be considered disrespectful conduct.

Retaliation: Verbal, nonverbal, or physical conduct or actions including the use of social media intended to injure or harm someone as a response to an action taken or perceived to have been taken; revenge.

Sabotage: The deliberate undermining of a person's work performance.

Threatening: Acting in a deliberately frightening quality or manner.

## EXAMPLES OF BEHAVIORS

### I. Examples of Respectful Behavior:

Every person is expected to abide by these values and standards of respectful interpersonal behavior, communication, and professionalism:

- We respect and value the contributions of all members of our community;
- We listen first and take responsibility for all our behaviors, including all verbal and nonverbal actions;
- We treat coworkers and others with respect, civility, and courtesy;
- We work honestly, effectively, and collegially;
- We respond promptly, courteously, and appropriately to requests for assistance or information;
- We use conflict management skills, together with respectful and courteous verbal communication, to effectively manage disagreements;
- We encourage and support all coworkers and others in developing their individual conflict management skills and talents;

- We have an open and cooperative approach in dealings with employees, recognizing and embracing individual differences;
- We recognize that differing social and cultural standards may mean that behavior that is acceptable to some may be perceived as unacceptable or unreasonable to others;
- We abide by all applicable rules, regulations, and policies and address any dissatisfaction with, or violation of, policies and procedures through appropriate channels;
- We demonstrate commitment to a culture where all coworkers cooperate and collaborate in using best practices to achieve positive work-related outcomes; and
- We are responsible stewards of resources and human assets to achieve excellence and innovation in the service to our community.

## **II. Examples of Disrespectful Behavior**

Every person is expected to refrain from exhibiting disrespectful behavior. Examples of disrespectful behavior can include, but are not limited to, the following:

- Use of threatening or abusive language, or language that is intended to be, or is perceived by others to be, demeaning, berating, humiliating, or offensive;
- Intentionally ignoring someone, picking on an individual or group, or bullying;
- Making threats of violence, retribution, or financial harm; shouting or engaging in other speech, conduct, or behaviors that are reasonably perceived by others to represent intimidation;
- Using racial or ethnic slurs; demonstrating racial, gender, sexual orientation, or cultural bias (see also 1) City Council of Santa Cruz Policy 25.2 (*Discrimination and Harassment Policy*), and 2) Administrative Procedure Order II-1A, (*Discrimination/Harassment Policy Implementation and Complaint Procedure*));
- Making or telling jokes that are intended to be or that are reasonably perceived by others to be derogatory, crude, or offensive; teasing, name-calling, insulting, ridiculing, or making someone the brunt of pranks or practical jokes;
- Using sarcasm or cynicism directed as a personal attack on others;
- Spreading malicious rumors or gossip;
- Throwing instruments, tools, office equipment, or other items as an expression of anger, criticism, or threat, or in an otherwise disrespectful or abusive manner;
- Making comments or engaging in behavior that is untruthful or directed as a dishonest personal attack on the professional or personal conduct of others;
- Retaliation;
- Sabotage; and
- Insubordination: Not submitting to authority; being disobedient to proper direction from an organizational superior, including, but not limited to, refusal to do an assigned job, refusal to render assistance, refusal to work overtime when mandatory, insolent response to a work order, or unreasonable delay in carrying out an assignment.



## RESPECTFUL WORKPLACE CONDUCT COMPLAINT FORM

### SECTION I. Complainant Information (Person filing this complaint)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Position: \_\_\_\_\_

Supervisor: \_\_\_\_\_

### SECTION II. Respondent Information (Person this complaint is being filed against)

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Department: \_\_\_\_\_

### SECTION III. Description of Complaint

Date and Time of Incident: \_\_\_\_\_

Location of Incident: \_\_\_\_\_

1. Please provide a description of the incident(s) constituting the alleged violation. Include the person(s) involved, and the name(s), and contact information of any person(s) who may have knowledge of the incident(s). (Attach additional sheets if necessary.)

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2. What is the remedy being sought for this complaint?

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**SECTION IV. Confidentiality**

To the extent possible, it is the intention of the City to protect the confidentiality of any person who contacts the City for the purpose of seeking information, assistance, or counseling regarding this Policy. Information given to the City in the course of an internal investigation is not confidential; however, except as required by Public Records laws or the requirements of a thorough investigation, the City will release information only on a "need-to-know" basis. If you have questions about personal safety or personal privacy, you should discuss these questions with the Human Resources Department, your union representative, or your own attorney prior to providing information.

I have read and understand the City's Respectful Workplace Conduct Policy and declare that the information contained herein is true and correct.

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

*Internal Use Only:*

Complaint Received by: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Received: \_\_\_\_\_

