

**2019–2022**

**MEMORANDUM OF UNDERSTANDING**

**CITY OF SANTA CRUZ  
AND  
THE MID-MANAGEMENT ASSOCIATION OF THE CITY OF SANTA CRUZ**

**(August 24, 2019 to August 19, 2022)**

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MID-MANAGEMENT ASSOCIATION OF THE CITY OF SANTA CRUZ  
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**2019 - 2022**  
**MEMORANDUM OF UNDERSTANDING**  
**CITY OF SANTA CRUZ AND MID-MANAGEMENT ASSOCIATION**  
**OF THE CITY OF SANTA CRUZ**

**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 Mid-Management Association of the City of Santa Cruz (hereinafter referred to as the Association). Employee defined for the purpose of this Memorandum of Understanding shall mean an employee assigned to a classification within the Mid-Management unit of the City of Santa Cruz. This Memorandum of Understanding is subject to Sections 3500-3510 of the Government Code of the State of California, the City of Santa Cruz Municipal Code and the Personnel Rules and Regulations for the City of Santa Cruz.

**SECTION 2.00 - TERM**

The term of this Memorandum of Understanding shall commence August 24, 2019 and shall expire on August 19, 2022. Negotiations for a successor MOU shall begin one hundred eighty (180) days prior to the expiration date of this agreement (February 19, 2022).

**SECTION 3.00 - NO ABROGATION OF RIGHTS**

The parties acknowledge that City responsibilities and rights as indicated in current Article I, Section 1 (Appendix A) of 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 - EMPLOYEE RIGHTS**

The Association and the City acknowledge that, although the Association 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 5.00 - RECOGNITION**

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

## **SECTION 6.00 - ASSOCIATION/CITY COOPERATION**

The Association 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 Association agree to work cooperatively towards achieving a high level of effectiveness and efficiency.

## **SECTION 7.00 - JOB ACTIONS**

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

## **SECTION 8.00 - NO DISCRIMINATION/RESPECTFUL WORKPLACE CONDUCT**

The Association and the City agree to adhere to the City Council policies pertaining to the prevention of discrimination, harassment, and disrespectful workplace conduct as listed in Exhibits B, C, and D as well as applicable Federal and State discrimination laws.

## **SECTION 9.00 - ASSOCIATION SECURITY**

### **9.01 Notification to Association**

Except in cases of bona fide emergency, the Association shall be given seven (7) workdays 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.

### **9.02 Bulletin Boards, Departmental Mail, and Email**

The Association shall have reasonable access to existing bulletin boards and departmental mail for the purpose of informing mid-managers of social events or association-related business. The City shall allow the Association to utilize City e-mail consistent with applicable City policy.

### **9.03 Payroll Deduction**

#### **9.03.01 Payroll Deduction**

The City shall deduct Association 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 Association will provide the City with information regarding the amount of dues deductions and the list of Association 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 Association as soon as possible after the deduction.

The City agrees to direct each member employee to the Association 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 Association is responsible for providing the City with timely information regarding changes to member employees' dues and any other lawful Association-related payroll deduction.

9.03.02            **Association's Certification**

The City shall make payroll deductions in reliance on the Association's certification certifying that the Association has and will maintain an authorization, signed by each member employee who affirmatively consents to pay Association 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 Association.

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

9.04    **Indemnification**

The Association 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 9.03, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Association'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 Association, provided that the City promptly notify the Association 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 Association, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Association agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Association's actions or inactions under Section 9.03. However, the Association 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 Association shall fully compensate for any monetary loss to the City based on the Association's determination, if any.



## 9.05 **List of Mid-Management Positions**

The City will provide the Association a list or lists of Mid-Management positions by department on a quarterly basis. This information shall include the information required by AB119, the name of the position, their hire date, funding sources by percent, and the name of the person or persons occupying the position.

## **SECTION 10.00 - PERSONNEL ACTIONS**

### 10.01 **Personnel Files**

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

### 10.02 **Performance Evaluations**

It is compulsory that all regular employees receive an annual written performance evaluation from their supervisor. Probationary employees will be evaluated at the completion of their third and sixth month of service. All regular employees will be evaluated on their merit review date.

Evaluations are intended to be a summary of the employee's performance over the course of the evaluation period. Evaluations are also to be used as a tool to motivate the employee to work at 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. Whenever possible, employees will be given their written evaluation five (5) days prior to the performance evaluation meeting.

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 head and/or the Human Resources Director and formally enter a response to the evaluation in their personnel file. Disputes regarding performance reviews shall not be subject to the grievance process.

#### 10.02.01 Late Evaluations

Failure of the supervisor to present the employee with the evaluation within sixty (60) calendar days of the due date, unless an extension is mutually agreed upon in writing, shall result in a recommendation of step advancement in the conjunction with Section 11.03-Advancement Within the Range. However, as soon as possible thereafter, the supervisor shall conduct a performance evaluation in accordance with Section 10.02-Performance Evaluations.

## 10.03 Probation

### 10.03.01 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 shall not be counted as qualifying service toward completion of the probationary period.

### 10.03.02 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.

### 10.03.03 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.

### 10.03.04 Extension of Probation

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

## 10.04 Alternate Schedules/Flex Time

The City acknowledges that there may be benefits both to the City and the employee in alternative schedules. Employees may request that their department heads consider alternate scheduling of their work. Examples of alternate schedules include flex-time, job sharing, 9/80 and 4/10 plans, and voluntarily reduced work hours. The department head may give consideration to such requests within existing law and policy, but is not obligated to change an employee's schedule. Also included in the concept of alternative schedules and flex time are assignments such as job exchanges and other professional development and training techniques.

Employee requests for alternate schedules will be made in writing, on a form mutually agreeable to the Association and the City.

Rejection of an employee's request for an alternative work schedule option shall be made in writing from the Department Head and shall cite the reason(s) for rejecting the request.

Telework schedules (working away from the office) shall be managed per applicable Administrative Procedure Order. The City may establish alternate/flex schedules and/or regularly scheduled telework by mutual agreement, within the guidelines of the MOU and existing law and policy.

APO #II-52 sets forth the time accounting parameters and procedures for FLSA Exempt Employees.

## **SECTION 11.00 - PAY RATES AND PRACTICES**

### **11.01 Salary Range**

Each classification in the unit shall be assigned a salary range that has a spread of approximately 35%.

### **11.02 Salary Rates Upon Appointment**

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

**Promoted employees** shall be appointed to the beginning salary in the range for the new classification. However, if such employee is already being paid at a rate equal to or higher than the beginning salary of the higher range, she/he shall be placed in the new range at 5% above his/her previous salary. A higher promotional salary may be recommended by the appointing authority based on an employee's advanced qualifications for the position. Such recommendation is subject to approval by the Human Resources Director and the City Manager.

### **11.03 Advancement Within the Range**

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

B. All new and promoted employees shall be granted their first merit increase upon successful completion of the probationary period (see Section 10.03-Probation).

The employee shall then be eligible for a subsequent merit increase after each full-year on paid status, continuing until the top of the salary range is attained.

C. Merit increases shall normally be 5%.

A double step may be recommended by the department head based on an employee's exceptional performance as documented in their annual or end of probation performance evaluation. Such recommendation is subject to approval by the Human Resources Director and the City Manager.

- D. A merit increase may be denied by the department head when an employee's job performance falls below the acceptable work standards for the duties assigned. The department head may, in such a case, recommend that the employee's work performance be reviewed again at a specific time before the next review date. If a merit increase is granted at that time, the employee's original review date shall change and she/he shall be eligible for the next merit increase after one year on paid status from the new review date.
- E. An employee's scheduled merit review date shall be adjusted for any time spent by the employee on unpaid status.
- F. When an employee's position is reclassified to a classification with a higher salary range, the employee's pay shall be set at the beginning salary of the range or be placed at a salary in the new range that provides the employee a salary increase of at least 5%. This increase shall have no effect on the employee's original merit review date.

#### 11.04 Retirement

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

This section 11.04.01 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 11.04.01 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 11.04.01 who are contributing members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section 11.04.01.
- C. Required Employee Contribution.  
Members covered by this section 11.04.01 will contribute the employee contribution amount established by CalPERS for the 2.0% @ 55 pension formula. The required contribution amount was 7.0% as of the date of this MOU.
- D. Additional Required Employee Contribution.  
In addition to the required employee contribution, starting with the pay period beginning on June 22, 2013 members covered by this section 11.04.01 will contribute an additional 4.0% (total 11% as of the date of this MOU).

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

This section 11.04.02 shall apply to employees hired on or after May 12, 2012 and before January 1, 2013 who are contributing members of CalPERS.

- A. Final Compensation Based on Three Year Average.  
For purposes of determining a retirement benefit, final compensation for employees covered by this section 11.04.02 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 11.04.02 who are contributing members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section 11.04.02.
- C. Required Employee Contribution.  
Members covered by this section 11.04.02 will contribute the employee contribution amount established by CalPERS for the 2.0% @ 60 pension formula. The required contribution amount was 7.0% as of the date of this MOU.
- D. Additional Required Employee Contribution.  
In addition to the required employee contribution, starting with the pay period beginning on June 22, 2013 members covered by this section 11.04.02 will contribute an additional 4.0% (total 11% as of the date of this MOU).

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

This section 11.04.03 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 11.04.03 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 11.04.03 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 11.04.03. Employees covered by this section 11.04.03 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 11.04.03 will contribute the employee contribution amount established by CalPERS for their pension formula. The required contribution amount for the 2.0% @ 62 was 6.75% as of the date of this MOU.

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

D. **Additional Required Employee Contribution.**

In addition to the required employee contribution, starting with the pay period beginning on June 22, 2013 members covered by this section 11.04.03 will contribute an additional 4.0% (total 10.75% as of the date of this MOU).

11.04.04 **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.

11.05 **Salary**

Effective the pay period that begins August 24, 2019, the salary for all bargaining unit members shall be increased by three percent (3.0%).

Effective the pay period that begins August 22, 2020, the salary for all bargaining unit members shall be increased by four percent (4%).

Effective the pay period that begins August 21, 2021, the salary for all bargaining unit members will be increased by three percent (3%).

11.06 **Longevity**

Upon completion of ten (10) years of continuous regular service employees shall receive a 2½% 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 the 2½% longevity pay will be considered as “additional compensation” for purposes of PERS and tax computations.

Upon completion of fifteen (15) years of continuous regular service employees shall receive an additional 2% longevity pay increase.

11.07 **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. Whenever reasonably possible, prior to authorizing a working out of classification assignment the Department Head will inform qualified employees of the assignment and request volunteers. The Department may assign working out of classification on a rotational basis when the Department determines such rotational assignment would be appropriate. The purpose of rotation is to promote career ladder development. Employees must work a minimum of one (1), eight-hour day to qualify for out-of-classification pay.

The employee so assigned shall be entitled to receive five percent (5%) above the employee’s current base rate of pay or at least the first step of the higher salary range, whichever is higher.

Working out of class assignments may not exceed the limits set forth by the Public Employment Retirement Law.

Working out of class assignments shall be implemented and managed in accordance with applicable Administrative Procedure Orders (APOs) unless those APOs are inconsistent with this contract, in which case the assignments shall be implemented and managed in accordance with the terms of this contract.

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).

#### **11.08 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 5 percent or less than the employee's biweekly gross salary).
2. Biweekly installment payments through payroll deduction (installment payments must be a minimum of \$10 and repayment must be completed within twenty-six pay periods).
3. Any other repayment arrangement mutually agreed upon between the City and the employee.

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

### C. Referral to Collections

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

#### 11.09 Departmental Technology Coordinator Differential

An employee assigned as a Departmental Technology Coordinator by his/her Department Head shall receive \$60 premium pay per pay period during the period of such assignment. Such differential shall become effective the first full pay period of the assignment.

### SECTION 12.00 - HOLIDAYS

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

All employees will accrue paid holiday time for use in the pay period with the holiday. The accrual will be in the amount listed for the holidays listed in Section 12.01 (Fixed Holidays) of this MOU. Employees with any unpaid time in the pay period must be in paid status for at least 50% of the pay period to accrue paid holiday time.

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

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

#### 12.01 Fixed Holidays

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

##### **(Eight (8) Hour Holidays)**

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



### **(Four (4) Hour Holidays)**

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

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

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

### **12.02 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 will be on a monthly basis. Full-time employees shall accrue floating holidays at the rate of two (2) hours per month. Part-time employees shall accrue floating holidays on a pro-rated basis, given the ratio of their budgeted work schedule to full-time (e.g., all employees working in a 20 hour/week position shall receive one (1) hour of floating holiday each month).

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

Accumulation of floating holidays shall not exceed twenty-four (24) hours.

### **12.03 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.

### **12.04 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.

### **12.05 Holiday Pay-Off**

Any fixed holiday hours not taken prior to the end of the fiscal year may be credited to the employee’s vacation balance (not to exceed the maximum accrual) on the last pay date in June each year.

### **12.06 Eligibility**

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

### **12.07 Holiday Work**

If an employee is directed by their supervisor to work on a holiday, those holiday hours may be used at a later date during the fiscal year.

## **SECTION 13.00 - VACATION**

### **13.01 Accrual**

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

An employee must be in paid status for at least 50% of a pay period to earn their vacation accrual. Annual vacation accrual shall be based on continuous service, as follows:

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

### **13.02 Vacation Accrual Limit**

Accumulation of vacation time shall not exceed twice the annual rate of accrual without prior written authorization for a specified amount of hours and specified length of time from the Department Head and the Human Resources Director.

### **13.03 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.

### **13.04 Special Recruitment Circumstances**

To facilitate the recruitment process of Mid-Management Classifications, the City Manager and the Human Resources Director may, at their discretion, set a higher Vacation Accrual Rate than specified in Section 13.01 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.

### **13.05 Required Work During Vacation**

An employee who is called to work while on vacation, either physically, by phone, or online, shall be entitled to charge the hours they worked while on vacation to normal work and not vacation leave, according to the provisions of APO II-52 *Time Off Accounting for FLSA Exempt Employees*.

## **SECTION 14.00 - SICK LEAVE**

### **14.01 Definition**

The purpose of this article is to provide paid leave time to be used by employees consistent with the Healthy Workplaces, Healthy Families Act of 2014 upon the oral or written request of

the employee for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventive care for:
  - a. the employee or
  - b. the employee's family member as defined in Section 14.02.01 *Family Sick Leave*
2. For an employee who is a victim, or whose family member is a victim, of domestic violence, sexual assault, or stalking for time off from work to:
  - a. obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child; or
  - b. to seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; or
  - c. to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; or
  - d. to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
  - e. to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

#### 14.02 **Accrual and Use**

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

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

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

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable and provide documentation acceptable to the City confirming the unforeseeable nature of the need.

The City shall not require as a condition of using paid sick days that the employee search for or find a replacement worker to cover the days or times during which the employee uses paid sick days.

The City shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days or attempting to exercise the right to use accrued sick days, consistent with the reasons in Section 14.01, the notice and documentation requirements in Section 14.02, and the provisions of Section 14.02.01.

An employee may determine how much paid sick leave he or she needs to use, consistent with the provisions of Administrative Procedure Order II-52 *Time Accounting for FLSA Exempt Employees*.

#### 14.02.01 Family Sick Leave

Up to six (6) months of annual accrual 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 healthcare; diagnosis, care, or treatment 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 member" means any of the following:

- A. A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- B. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- C. A spouse.
- D. A registered domestic partner.
- E. A grandparent.
- F. A grandchild.
- G. A sibling.
- H. Other close relation residing in the employee's household.

The accrual limitation may be extended by the Human Resources Director with good cause.

#### 14.03 **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 where there is suspected misuse of sick leave.

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

#### 14.04 **Sick Leave Incentive Program**

On the last pay day in June each year, employees who have accumulated more than 400 hours of sick leave will "bank" all hours in excess of 400, as described below. Employees may instead choose to receive a cash pay-off or convert sick-leave hours in excess of 400 to vacation hours at the rate of 33% of their current base rate of pay (not to exceed the Vacation Accrual Limit). Banked hours may not later be converted to cash 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 who have an excess of 400 hours of unbanked sick leave at the time of separation from the City will receive a payoff of all hours over 400 hours at the rate of 33% of the employee's base rate of pay.

14.04.01 Sick Leave Conversion

The City will provide the sick leave conversion benefit in accordance with Government Code Section 20965.

14.05 **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 15.00 - 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.

15.01 **Paid Leaves of Absence**

15.01.01 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, child, parent, registered Principal Domestic Partner, sibling, grandparent, parent-in-law, grandchild of the employee, spouse or registered Principal Domestic Partner, 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 than a foster or step parent, the Human Resources Director or City Manager has the discretion to approve that leave upon application.

15.01.02 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 work day and work week. 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.

15.01.03 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 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.

15.01.04 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 Association 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 Citywide 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.

15.01.05 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. The paid leave shall be within two (2) months of the birth or adoption. An employee may use this leave once during the term of this Memorandum of Understanding. This leave will be considered a part of the time allotted to family leave as authorized in Section 15.02.03.

15.01.06 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.

**15.02 Unpaid Leaves of Absence**

15.02.01 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 situation where such absence would not be contrary to the best interests of the City. Such unpaid leave will only be granted after an employee has depleted all appropriate paid leaves, except that employees on medical leave may retain up to eighty (80) hours of accrued vacation. The department head may grant a leave of absence of up to thirty (30) consecutive calendar days; additional leave may only be granted by the City Manager. 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.

#### 15.02.02 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. 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 their 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.

#### 15.02.03 Family Leave

A. 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:

1. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the twelve (12) month period following the child's birth or placement with the employee); or
2. In order to care for an immediate family member (spouse, domestic partner, child, or parent) of the employee if such immediate family member has a serious health condition; or
3. The employee's own serious health condition that makes the employee unable to perform the functions of their position.
4. Military family leave.

B. Conditions covering the leave shall include the following:

1. 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;

2. Medical verification is required for employees or ill family member for medical leave period;
3. 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.
4. Employees are required to use accrued vacation as a part of the family leave period. Use of sick leave is not required, but may be used pursuant to the applicable provisions of this Memorandum of Understanding.
5. 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 15.02.02).
6. Employees retain “employee” status while on family care leave. The leave does not constitute a break in service for purposes of longevity, and/or seniority. Upon return to work, employees will be reinstated to an equivalent position with equivalent pay and benefits.
7. Any request for additional leave may be made pursuant to section 15.02.01.
8. 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.

### **15.03 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:

#### **15.03.01 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.

#### **15.03.02 Medical Leave**

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



### 15.03.03 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 16.00 - BENEFITS**

The City shall assume the costs of all medical benefit increases in regards to the various subsections of Section 16.00 Benefits.

### 16.01 **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 90% of the cost of the highest medical premium between the Blue Shield Access+ HMO and PERSChoice PPO plans and employees will contribute the remaining premium balance, based upon the plan level in which they are enrolled (i.e., employee only, employee plus one, or employee plus family). Employees shall pay their contribution on a pre-tax basis. In no event will the maximum monthly City contribution exceed the premium for the plan in which the employee is enrolled.

Each employee 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 (24 pay periods).

\*Note: The monthly contribution is based on the CalPERS regional pricing for the Bay Area/Sacramento area (Region 1 Area, effective January 1, 2020). In the event an active employee relocates to another regional area, or a newly hired employee resides in another regional area, it is the City's intent to provide a contribution based on the Bay Area/Sacramento area CalPERS regional pricing (Region 1 Area regional pricing, effective January 1, 2020) with the understanding that in no event will the maximum monthly City contribution exceed the premium for the plan in which the employee is enrolled.

#### B. Optional Benefits

Through the Cafeteria Plan, employees may enroll in the following optional

benefits and elect to pay premiums on a pre-tax basis:

1. Medical Reimbursement Account (MRA)
2. Dependent Care Reimbursement Account (DCAP)
3. Cancer and Critical Illness Protection Insurance

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

1. Accident Protection Insurance
2. Additional Life Insurance
3. Long Term Care Insurance

C. Medical Waiver

Employees may elect to waive City medical coverage and receive a cash benefit. In order to receive the medical waiver benefit, the employee must provide proof to the City of other current medical coverage. Full-time employees who waive medical coverage are eligible to receive \$200.00 per month; part-time employees shall receive a prorated amount, based upon their full time equivalency (FTE). The medical waiver amount may be applied toward the purchase of any pre-tax or post-tax optional benefits, or paid as a taxable cash benefit.

Employees receiving the medical waiver benefit must notify the Human Resources Department 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 work with the bargaining unit to research alternatives to the CalPERS medical plan and options within the CalPERS plan. If the City discontinues CalPERS medical coverage, the City will provide similar coverage, to the extent possible.

In the event the City proposes a change in medical plan coverage, the City will meet and confer with the Association regarding the impact of any changes prior to implementation of such change.

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

E. Extension of IRS §125 “Use-it-or-Lose-it” Provision

The City’s Cafeteria Plan Flexible Spending Arrangement (FSA) allows a 2½ month extension of the period within which participants in the FSA plan may be reimbursed for qualified benefit expenses with pre-tax dollars.

Reimbursable expenses for the calendar plan year are not limited to expenses incurred through December 31 of the calendar year, but may include expenses incurred through March 15 of the following plan year. Because the 2 ½ month extension will overlap with a new plan year, benefit expenses incurred from January 1 through March 15 may be paid from either the unused contributions from the previous plan year, if any, or the contributions made during the new plan year.

**16.02 Dental Insurance**

The City shall provide a dental plan for employees and their eligible dependents with a maximum benefit of \$3,000.00 per covered individual per calendar year.

**16.03 Vision Insurance**

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

A. Coverage will include an annual eye examination. Contacts or lenses will be covered every year, frames every two years.

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

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

**16.04 Long Term Disability**

The City shall contribute the full cost of the City-sponsored long-term disability program for employees working 30 or more hours per week, with a maximum benefit of \$10,000 per month.

**16.05 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 full time equivalency (FTE)\* (e.g., a 24 hour per week position is .6 FTE; an employee in a .6 FTE position will receive 60% of the premium paid by the City for a full time employee). Part-time employees shall pay the balance of the premiums on a pre-tax basis unless the employee elects to pay the balance on a post-tax basis.

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

**16.06 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), at \$139 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 five (5) years of continued service with the City and are at least fifty (50) years of age, will receive a retiree medical incentive in the amount of \$89.00 per month. This incentive will be paid during any period the retiree maintains CalPERS medical coverage and until such time the retiree is eligible for

Medicare or other Federal or State health programs, solely on account of age. If coverage is dropped and subsequently restarted 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).

#### **16.07 Life Insurance**

The City shall provide a \$25,000 term life insurance policy for employees.

#### **16.08 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 17.00 - MID-MANAGEMENT BENEFITS**

#### **17.01 Management Vacation**

In the first full pay period in January of each year, all Mid-Management employees will be credited with eighty (80) hours of vacation time in addition to their normal authorized vacation allowance. This additional vacation shall be designated as Management vacation. The ability to cash out management vacation will be limited to twenty (20) hours and shall occur in the last full pay period of December. Employees who do not use all of their Management vacation prior to the first full pay period in January of each year will only be credited at the start of the subsequent year with sufficient hours to maintain an eighty (80) hour balance. Upon separation, employees shall receive the value of their unused management vacation. This benefit will be pro-rated for new hires, promotions, and part-time employees.

It is mutually understood and agreed that retroactive changes to time cards converting already used management vacation to some other form of paid leave, thus increasing the number of management vacation hours eligible for pay out at years end, will not be allowed.

It is mutually understood and agreed that it is each individual employee's responsibility to manage their use of management vacation hours to avoid the loss of any unused time.

#### **17.02 Optional Management Benefit**

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

1. Payment to deferred compensation (not as an “employer contribution”);
2. Purchase of additional vacation leave, not to exceed the Vacation Accrual Limit in Section 13.02.

This benefit will be pro-rated for new hires, promotions, part-time and terminated employees.

#### **SECTION 18.00 - TUITION REIMBURSEMENT**

The City shall reimburse employees the cost of tuition and books for job-related college, university courses, workshops, adult education and other training programs when approved by the Department Head and Human Resources Director prior to enrollment.

Payment shall be made upon successful completion of each course. This provision shall be limited to \$500 per fiscal year and pro-rated for part-time employees.

#### **SECTION 19.00 - TRAINING AND PROFESSIONAL DEVELOPMENT**

The City and its Mid-Management employees are committed to training and professional development. The City budgets funds for such training and development and the City department heads are responsible for the application of the funds. Mid-Management unit employees are expected to attend the “Introduction to Leadership” course once, along with two qualifying courses from the Employee and Leadership Development Program on a yearly basis.

The City Manager may approve Mid-Management employees’ attendance at out-of-state conferences on an individual basis when it is determined to be in the best interest of the City.

The City shall pay for employees for attendance at all approved conferences that directly relate to their positions. The City shall reimburse the employee for any additional allowable expenses incurred during the attendance of conferences or seminars. More than one employee may attend the same conference when it is deemed appropriate by the department head.

#### **SECTION 20.00 - MEMBERSHIPS AND LICENSES**

The City will pay all professional license fees required for employment.

#### **SECTION 21.00 - COMMUNICATIONS**

At least three (3) times per a year, a joint meeting of the City’s Mid-Management and Executive personnel will be held for the purpose of discussing items of mutual concern.

#### **SECTION 22.00 - SAFETY**

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 Association will cooperate with the City by requiring employees under its control to work safely and, further, the Association recognizes its obligation as management to support the City’s effort to prevent injuries.

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

### **SECTION 23.00 - BUDGET REVIEW**

During each fiscal year of the MOU, the City's Finance Department and Human Resources Department will meet with the bargaining unit within three weeks of the mid-year budget presentation to the City Council to review the budget and the City's financial condition.

### **SECTION 24.00 - REDUCTION IN FORCE**

If the workforce is reduced or hours of work are reduced for reasons of changes in duties or organization, abolition of positions, shortage of work or funds, or completion of work, regular (non-temporary) employees with the shortest length of service within the classification will be laid off first, provided that employees retained are fully qualified, trained and capable of performing remaining work in the opinion of the department head. Length of service for the purpose of this section will be calculated from the hire date of record into a regular (non-temporary) position.

The order of lay-off shall be as follows:

1. Temporary
2. Probationary
3. Regular

This Reduction in Force section shall not be construed to either broaden or decrease the rights of the City or the employees under State law.

#### **24.01 Bumping**

Bumping is defined as a voluntary movement of an employee to be laid off from his/her current classification to a previously held lower classification held by an employee with less seniority. This includes previously held classifications that have been revised or had title changes. Bumping privileges may be exercised only within the employee's current department unless the Director of the department that would receive the employee agrees to the transfer. An employee with sufficient seniority to bump an employee in a lower classification shall bump the least senior person in that classification.

#### **24.02 Notice**

Employees laid off according to this section shall be given not less than fifteen (15) days written notice prior to the reduction in force unless the reduction is necessitated by emergency or urgent conditions. A copy of such notice shall be given concurrently to the Association. If there is sufficient time, thirty (30) days' notice shall be given.

#### **24.03 Reassignment**

Wherever possible, such employees will be offered regular or temporary positions which are requisitioned and for which the employees are qualified.

Employees displaced under this section will be assigned to the step in the new classification salary range closest to the employee's salary at the time of reduction of force.

#### **24.04 Reinstatement**

Should the position from which an employee was laid off be re-established within 18 months, thereby increasing the workforce in that division, the employee shall be eligible for reinstatement. It shall be the employee's responsibility to notify the Human Resources Department of their current address. Every effort shall be made to notify the affected individual of any reinstatement opportunity. Reinstatement shall be in the reverse order of layoff.

### **SECTION 25.00 - GRIEVANCE PROCEDURE**

#### **25.01 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.

#### **25.02 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.

#### **25.03 Limitations**

- A. A grievant may be represented by any representative of their choosing in preparing and presenting a grievance.
- B. No reprisal shall result against any employee who presents a grievance under this procedure.
- C. 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. 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.
- D. Time limits may be extended by written mutual agreement of the parties.
- E. 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.
- F. Only upon mutual written agreement between the parties may Step I of the grievance procedure be waived.

#### **25.04 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 department head. These discussions must be initiated within ten (10) working days following knowledge of the incident upon which the grievance is based. Every attempt will be made by the parties to settle the issue at this level.

**Step II:**

If the grievance is not resolved through the informal discussions, the employee may submit a written appeal to his/her department head within ten (10) working days after the informal meeting.

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

**Step III:**

If the grievance is not resolved, the grievant may, within 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 City Manager or their representative shall render a written decision to all parties directly involved within fifteen (15) workdays following the date which the aggrieved employee appealed the department head's decision. This decision will be final.

**SECTION 26.00 - DISCIPLINARY APPEALS PROCEDURE**

**26.01 Definition**

For the purposes of this article, disciplinary action shall mean suspension (as authorized by FLSA), 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.

**26.02 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 response.

The employee may request an extension of the time to respond for justifiable reasons. Failure to respond within the time specified will result in the employee's waiver of 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 certified mail with return receipt or by 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. 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 pre-action procedures have been exhausted.

**26.03 Post-Action Appeal**

**Step III:**

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

The hearing officer may conduct such independent investigation of the matter as 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) working days following the hearing, the hearing officer shall render a written decision to all parties involved. The hearing officer has the authority to affirm, repeal or modify the disciplinary action.

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

**Step IV:**

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

Within ten (10) working days from the date of receipt of 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, except that each party shall bear the cost of its own representation.

**SECTION 27.00 - 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 the 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.

If the department head initiated the written reprimand, the employee has the right to appeal to the City Manager or their designee. The decision of the City Manager or their designee shall be final.

## **SECTION 28.00 - MISCELLANEOUS**

### **28.01 Automatic Deposit - New Hires**

Newly hired employees shall be required to receive their paycheck through automatic deposit. Newly hired means only those employees hired from an 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.

## **SECTION 29.00 - HOLIDAY CLOSURE**

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

- A. Employee participation in the closure program is voluntary. During the closure, employees may use accrued vacation, compensatory time off, management leave, floating holidays, or excess holiday time.
- B. 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.
- C. 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 30.00 - 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.

MID-MANAGEMENT ASSOCIATION  
OF THE CITY OF SANTA CRUZ

CITY OF SANTA CRUZ

8/23/19

Date



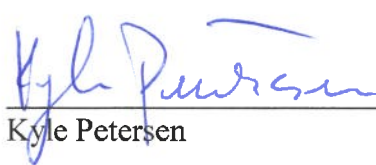
Michael Moore



Katherine Donovan



Rome Norman



Kyle Petersen



Scott Glucs



Steve Wolfman



Lynne Sansevero



Bob Nelson

8/23/19

Date



Tim Davis



Lisa Murphy



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

Sorted by: Grade Description

Grade Code	Description	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
<b>Management</b>										
761	ACCOUNTANT I	5,460					7,390			
		31.5007					42.6346			
701	ACCOUNTANT II	6,006					8,129			
		34.6508					46.8981			
780	ARTS PROGRAMS MANAGER	5,614					7,598			
		32.3873					43.8346			
704	ASSISTANT DIRECTOR OF FINANCE	9,757					13,206			
		56.2920					76.1885			
833	ASSISTANT DIRECTOR OF IT	9,717					13,152			
		56.0619					75.8769			
777	ASSOCIATE PLANNER I	6,097					8,252			
		35.1751					47.6077			
778	ASSOCIATE PLANNER II	6,707					9,078			
		38.6960					52.3731			
707	ASSOCIATE PROF ENGINEER	7,823					10,588			
		45.1325					61.0846			
773	ASST DIR PLAN AND COMM DEVELOP	10,202					13,808			
		58.8581					79.6615			
830	ASST DIRECTOR OF LIBRARIES	9,717					13,152			
		56.0619					75.8769			
710	ASST DIRECTOR OF PW/CITY ENG	10,594					14,338			
		61.1173					82.7192			
787	ASST TO THE CM	8,667					11,730			
		50.0004					67.6731			
834	BUSINESS LIAISON	7,253					9,817			
		41.8461					56.6365			
826	BUYER I	4,660					6,307			
		26.8843					36.3865			
827	BUYER II	4,891					6,620			
		28.2185					38.1923			
711	CHIEF BUILDING OFFICIAL	10,202					13,808			
		58.8581					79.6615			
786	CITY CLERK ADMINISTRATOR	7,553					10,223			
		43.5767					58.9788			
717	CODE COMPLIANCE MANAGER	7,440					10,069			
		42.9202					58.0904			
758	COMMUNITY RELATIONS MANAGER	8,064					10,914			
		46.5221					62.9654			



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

Sorted by: Grade Description

Grade Code	Description	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
<b>Management</b>										
757	COMMUNITY RELATIONS SPECIALIST	7,253					9,817			
		41.8461					56.6365			
835	CRIME ANALYST	5,822					7,880			
		33.5894					45.4615			
712	CUSTOMER SERVICE MGR	7,968					10,784			
		45.9680					62.2154			
764	DEPUTY BUILDING OFFICIAL	8,172					11,061			
		47.1487					63.8135			
713	DEPUTY CITY CLERK ADMIN	5,614					7,598			
		32.3873					43.8346			
714	DEPUTY WATER DIR/ENGINEER MGR	10,202					13,808			
		58.8581					79.6615			
715	DEPUTY WATER DIR/OPER MGR	10,202					13,808			
		58.8581					79.6615			
776	DESALINATION PROGRAM COORD	8,133					11,007			
		46.9186					63.5019			
735	DEVELOPMENT MANAGER	7,912					10,709			
		45.6483					61.7827			
782	ECONOMIC DEVEL CORD I	5,901					7,987			
		34.0455					46.0788			
783	ECONOMIC DEVEL CORD II	6,195					8,385			
		35.7420					48.3750			
765	ECONOMIC DEVELOPMENT MANAGER	7,912					10,709			
		45.6483					61.7827			
716	ENGINEERING ASSOCIATE	6,707					9,078			
		38.6960					52.3731			
775	FINANCE MANAGER	7,788					10,540			
		44.9279					60.8077			
719	GOLF COURSE SUPERINTENDENT	7,172					9,707			
		41.3772					56.0019			
836	HOUSING & COMM DEVELP MANAGER	8,408					11,380			
		48.5085					65.6538			
720	HUMAN RESOURCES ANALYST I	5,614					7,598			
		32.3873					43.8346			
721	HUMAN RESOURCES ANALYST II	6,006					8,129			
		34.6508					46.8981			
837	IT BUS. SYSTEMS ANALYST III	6,867					9,294			
		39.6167					53.6192			



**City of Santa Cruz**  
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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
<b>Management</b>										
828	IT BUSINESS SYSTEMS ANALYST I	5,524					7,476			
		31.8673					43.1308			
829	IT BUSINESS SYSTEMS ANALYST II	6,171					8,352			
		35.6013					48.1846			
832	IT MANAGER	8,698					11,772			
		50.1795					67.9154			
766	IT PROJECT MGR/TRAIN COORD	7,823					10,588			
		45.1325					61.0846			
742	LIBRARIAN I	4,588					6,210			
		26.4708					35.8269			
750	LIBRARIAN II	4,909					6,644			
		28.3208					38.3308			
831	LIBRARIAN III	6,707					9,078			
		38.6960					52.3731			
740	LIBRARY SPECIALIST	4,369					5,913			
		25.2048					34.1135			
702	MANAGEMENT ANALYST	5,822					7,880			
		33.5894					45.4615			
726	NETWORK & SYSTEMS ADMIN	7,823					10,588			
		45.1325					61.0846			
727	PARKING PROGRAM MANAGER	7,891					10,680			
		45.5247					61.6154			
728	POLICE RECORDS MANAGER	7,172					9,707			
		41.3772					56.0019			
730	PRINCIPAL HR ANALYST	7,253					9,817			
		41.8461					56.6365			
729	PRINCIPAL MGMT ANALYST	7,253					9,817			
		41.8461					56.6365			
731	PRINCIPAL PLANNER	8,577					11,608			
		49.4804					66.9692			
705	PROGRAMMER ANALYST I	5,524					7,476			
		31.8673					43.1308			
706	PROGRAMMER ANALYST II	6,171					8,352			
		35.6013					48.1846			
770	PROPERTY MANAGER	6,195					8,385			
		35.7420					48.3750			
759	PUBLIC WORKS OPER SUPT	6,924					9,371			
		39.9449					54.0635			



**City of Santa Cruz**  
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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
<b>Management</b>										
732	PUBLIC WORKS OPERATIONS MGR	8,064					10,914			
		46.5221					62.9654			
733	PURCHASING MANAGER	7,788					10,540			
		44.9279					60.8077			
734	RECREATION SUPERINTENDENT	8,064					10,914			
		46.5221					62.9654			
703	RISK AND SAFETY MANAGER	9,060					12,262			
		52.2681					70.7423			
797	SCADA SYSTEM NETWORK ADMINISTR	7,823					10,588			
		45.1325					61.0846			
762	SENIOR ACCOUNTANT	6,924					9,371			
		39.9449					54.0635			
741	SENIOR PLANNER	7,788					10,540			
		44.9279					60.8077			
708	SENIOR PROFESSIONAL ENGINEER	8,665					11,727			
		49.9876					67.6558			
743	SUPERINTENDENT OF PARKS	8,064					10,914			
		46.5221					62.9654			
771	SUPT OF PARKING SERVICES	6,019					8,147			
		34.7275					47.0019			
744	SUPT OF R R COLLECT-SWEEPING	7,185					9,724			
		41.4496					56.1000			
745	SUPT OF R R PROCESS - DISPOSAL	7,185					9,724			
		41.4496					56.1000			
754	SUPT OF WATER DISTRIBUTION	8,959					12,125			
		51.6842					69.9519			
747	SUPT OF WATER TREATMENT & PROD	9,185					12,432			
		52.9928					71.7231			
738	SUSTAIN - CLIMATE ACTION MGR	7,788					10,540			
		44.9279					60.8077			
793	SYSTEMS COORDINATOR	7,823					10,588			
		45.1325					61.0846			
749	TRAFFIC ENGINEER	10,202					13,808			
		58.8581					79.6615			
722	TRANSPORTATION PLANNER I	6,707					9,078			
		38.6960					52.3731			
723	TRANSPORTATION PLANNER II	7,788					10,540			
		44.9279					60.8077			





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 08/13/2019  
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 Deliver To: cruser

Sorted by: Grade Description

Grade Code	Description	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
<b>Management</b>										
751	URBAN FORESTER	6,545					8,858			
		37.7582					51.1038			
746	WASTEWATER SYSTEMS MANAGER	10,013					13,552			
		57.7669					78.1846			
753	WATER CONSERVATION MANAGER	8,264					11,185			
		47.6773					64.5288			
755	WATER QUALITY MANAGER	8,264					11,185			
		47.6773					64.5288			
779	WATERSHED COMPLIANCE MANAGER	8,264					11,185			
		47.6773					64.5288			
774	WW COLLECTION MANAGER	8,667					11,731			
		50.0047					67.6788			
752	WW LAB/ENVIRO COMPLIANCE MGR	8,667					11,731			
		50.0047					67.6788			
760	WW TREATMENT FACIL OPER MGR	9,100					12,317			
		52.5026					71.0596			

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

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

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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