

**2020 – 2023**

**MEMORANDUM OF UNDERSTANDING**

**CITY OF SANTA CRUZ**

**AND**

**SANTA CRUZ POLICE OFFICERS' ASSOCIATION**

**March 7, 2020 to March 3, 2023**

2020 -- 2023  
**MEMORANDUM OF UNDERSTANDING**  
**CITY OF SANTA CRUZ**  
**AND**  
**SANTA CRUZ POLICE OFFICERS' ASSOCIATION**

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**2020 -- 2023**  
**MEMORANDUM OF UNDERSTANDING**

**CITY OF SANTA CRUZ AND**  
**SANTA CRUZ POLICE OFFICERS' ASSOCIATION**

**SECTION 1.00 - TERM**

The term of this Memorandum of Understanding shall commence March 7, 2020 and shall expire March 3, 2023.

**1.01 Commencement of Negotiations for a Successor MOU**

Either party may serve upon the other party a demand to commence bargaining for a successor MOU on or before September 3, 2022. In the event either party serves its demand by September 3, 2022, the parties will commence negotiations for a successor MOU no later than September 17, 2022, unless a later date is mutually agreed upon by the parties in writing. In the event demand is served after September 3, 2022, the parties will commence bargaining on a mutually agreed upon time and date.

**SECTION 2.00 - PREAMBLE**

This Memorandum is entered into by the City of Santa Cruz (hereinafter referred to as the City) and the Santa Cruz Police Officers' Association (hereinafter referred to as the Association). For the purpose of this Memorandum, employee shall mean a regular status employee employed in the classifications listed in Exhibit A. Any part-time regular employees covered by this agreement will receive benefits included in the agreement on a prorated basis, given the ratio of the budgeted work schedule to full time. This Memorandum is subject to Section 3500-3510 of the Government Code of the State of California, the City of Santa Cruz Charter and Municipal Code, and the City of Santa Cruz Personnel Rules and Regulations Employee Relations Resolution (Appendix A).

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

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

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

**2.01 Quarterly Meetings**

To encourage harmonious labor/management relations, the Chief of Police and Association representatives (in accordance with Section 11.00 (Release Time) of this memorandum) will meet no less than once every three (3) months to informally present and discuss issues and ideas that are of potential interest to both parties. During the course of these meetings, the Chief and the Association may discuss the benefits and

costs of conducting an employee satisfaction survey or other similar program designed to provide department management with information about employees' level of job satisfaction.

### **SECTION 3.00 - NO ABROGATION OF RIGHTS**

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

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

### **SECTION 4.00 - FULL UNDERSTANDING, MODIFICATION, WAIVER**

This agreement, plus any written departmental rules or regulations, sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party, hereto voluntarily and unqualifiedly, waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

It is further agreed and understood that, except in cases of emergency, the City shall not implement any changes to any matter within scope, as defined by the Meyers, Miliias, Brown Act, as amended, not covered herein without first having met and conferred with the Association. For purposes of this Agreement, emergency means any sudden and unforeseeable incident or occurrence. Changes implemented pursuant to this paragraph shall only be in effect for the duration of the emergency causing the change. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the City and ratified by the membership of the Association.

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

### **SECTION 5.00 - PAST PRACTICES**

The parties agree that they shall adhere to established labor relations principles in handling past practices. Specifically, in handling past practice issues within the scope of representation:

1. Past practices superseded by revised MOU language are null and void.
2. Past practices which contradict existing MOU language or written City rules shall be null and void upon reasonable notice from the City that the language will be followed.
3. Past practices within scope which are not covered by MOU language or City rules

shall remain in effect through the term of the MOU unless changed through mutual agreement.

## **SECTION 6.00 - NO DISCRIMINATION**

The Association recognizes City Council policies pertaining to equal employment opportunity, the prevention of discrimination and harassment, and respectful workplace conduct as listed in Exhibits B, C, and G, as well as applicable Federal and State discrimination laws.

## **SECTION 7.00 - EMPLOYEE RIGHTS**

Unit employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations pertaining to wages, hours, and other terms and conditions of employment. Unit employees shall have the right to refuse to join or participate in the activities of the Association and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City of Santa Cruz or by any employee organization because of the exercise of these rights.

## **SECTION 8.00 - RECOGNITION AND PAYROLL DEDUCTION**

### **8.01 Recognition**

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

### **8.02 Payroll Deduction**

The City shall deduct Association membership dues and any other mutually agreed upon payroll deductions from the monthly pay of member employees. Deductions must be authorized in writing by the employee on a form acceptable to the City and the Association. The City shall remit such amount to the Association in a timely manner.

## **SECTION 9.00 - ASSOCIATION RIGHTS**

The City of Santa Cruz has an interest in promoting positive labor relations with the Santa Cruz Police Officers' Association (hereinafter referred to as "Association"), the exclusive representative of regular status employees listed in Exhibit A of the current Memorandum of Understanding. In furtherance of that interest, the City recognizes that communications both between the City and the Association and communications between the Association and its members are essential and may take various forms. Due to the nature of the employment of bargaining unit members, the City and the Association recognize that it is not possible to schedule meetings at a time when all bargaining unit members may attend during their off duty time and that any meeting scheduled cannot interfere with or affect City needs, workflow, or mission. Accordingly, the parties recognize that communications involving bargaining unit members may need to take various forms. To assist in the communications process, the parties hereby mutually agree to the following as it applies to members of the Santa Cruz Police Officers' Association Bargaining Unit:



## **9.01 Access to City Facilities**

The Union shall be allowed the use of areas normally used for meeting purposes for meetings of Association members when:

- a. Such space is available;
- b. There is no additional cost to the City (with the exception of incidental costs such as those for heat and light);
- c. It does not interfere with normal, safe, efficient or secure City operations;
- d. Employees in attendance are either not scheduled for duty or are on duty and leave the meeting promptly when duty calls; and
- e. The meeting is either for the purpose of an Association Board meeting or for a General Membership meeting, except as prohibited below.

The Association may use City facilities for purposes of conducting an Association Board meeting as reasonably necessary. Association Board meetings conducted at City facilities shall be concluded as expeditiously as reasonably possible without interfering with normal duties.

The Association may use City facilities for purposes of conducting a General Membership meeting as needed and will be reserved as any other City or Public Organization would have to do. General Membership meetings conducted at City facilities shall be reserved and concluded in the time reserved for the meeting.

The use of City equipment and/or supplies (other than items normally used in the conduct of business meetings, such as desks, chairs, blackboards and projection/sound equipment) is prohibited, even though such equipment and/or supplies may be present in the meeting area.

The Association shall maintain proper order during any meeting held at a City facility and ensure that the space is left in a clean and orderly condition. The City reserves the right to revoke permission to use City facilities for meetings if the Association fails to maintain order during a meeting or if facilities are not left in a clean and orderly condition.

## **9.02 Access to City Bulletin Boards**

The Association shall have access to City bulletin boards located in those buildings in which bargaining unit members are assigned to work for the purpose of posting the following types of notices (these are examples only and not intended to be a complete list):

- a. Notice of recreational and social affairs sponsored by the Association;
- b. Notice of Association meetings;
- c. Notice of Association elections;
- d. Reports from Association committees;
- e. Rulings on Association policies; and
- f. Association newsletters.

All posted material must be legibly signed or initialed and dated by the Association's President or designated representative. No notice or announcement which contains defamatory statements about the City, including any City Department, any City official, or any City employee(s) shall be posted on City bulletin boards. Any violation of this section shall entitle the City to immediately cancel the provisions of this section and revoke the Association's privilege to use bulletin boards pursuant to this section. In the event non-authorized material is posted, it shall be promptly removed by the Association or its representative on notification by the Department. The City reserves the right to remove material that contains defamatory statements before providing notification to the Association; if such action is taken the City shall notify the Association as soon as possible.

### **9.03 Access to the City's Internal Mail System**

As used in this section, "the City's internal mail system" does not include the City's e-mail system (E-mail usage is discussed in Section 9.04 below).

The Association may request that notices be delivered to bargaining unit members through the City's internal mail system. Notices which may be sent through the City's internal mail system are limited to those types of notices which may be posted on bulletin boards, as described in section 9.02. No notice or announcement which contains defamatory statements about the City, including any City Department, any City official, or any City employee(s) shall be distributed using the Department's internal mail system. The City reserves the right to refuse to allow notices to be distributed by Departmental mail that interferes with the Department's operational needs, workflow, or mission. Notices must be legibly signed or initialed and dated by the Association's President or designated representative. The Association must provide a sufficient number of copies of any notice that it requests be distributed through departmental mail.

Any mail placed in the City's internal mail system destined for deposit in the United States Postal Service system must contain sufficient postage when so placed; the City will not pay for postage.

Any violation of this section shall entitle the City to immediately cancel the provisions of this section and revoke the Association's privilege to use the City's internal mail system pursuant to this section.

### **9.04 Electronic Mail (E-Mail) and Computer Usage**

The Association recognizes that the City's Electronic Mail (E-Mail) Use Policy and Police Department General Orders prohibit the use of the City's e-mail and computer systems for personal use, that the City's e-mail and computer systems are to be used solely for City-related business activities, and that the City has the right to access and inspect City computers, including but not limited to viewing any messages sent or received through the City's e-mail system or any temporary or permanent files stored on the City's electronic systems and/or equipment.

The City and the Association agree that the Association may be permitted to use City e-mail for the purposes described in this section. Notices which may be sent through the City's e-

mail system are limited to those types of notices which may be posted on bulletin boards, as described in section 9.02. No notice or announcement which contains defamatory statements about the City, including any City Department, any City official, or any City employee(s) shall be sent through the City's e-mail system. The City reserves the right to refuse to allow notices to be sent through the City's e-mail system that interfere with the Department's operational needs, workflow, or mission.

Any violation of this section shall entitle the City to immediately cancel the provisions of this section and revoke the Association's privilege to use the City's e-mail system pursuant to this section. It is expected that once the Association Board is aware of any such violations, they would be afforded the opportunity to rectify the situation.

## **SECTION 10.00 - UNION NOTIFICATION**

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

## **SECTION 11.00 - RELEASE TIME**

During the term of this agreement, a reasonable number of Association members – up to three (3) – shall be allowed a reasonable amount of paid release time off for meet and confer or meet and consult sessions scheduled with the City Council's designated representative, providing there is no disruption of work in the employee's division. The exact number to be released shall be determined by mutual agreement prior to the session and shall vary by the type of issue being discussed (i.e., single division affected, multiple divisions affected, etc.) The Association shall notify the Human Resources Director in advance of the meeting of the names of members who will be in attendance. Such Association members shall obtain permission through supervisory channels before leaving their work or work locations. Ground rules for negotiating successor agreements shall specify the number of Association members allowed for the meet and confer sessions with the City Council's representatives.

## **SECTION 12.00 - PERSONNEL ACTIONS**

### **12.01 Personnel Files**

There shall be only one 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. This provision excludes training, supervisory, and internal affairs files.

### **12.02 Performance Evaluations**

It is compulsory that all regular employees receive an annual written performance evaluation from their supervisor. All employees serving their twelve (12) month probationary period will be evaluated at the completion of their sixth (6<sup>th</sup>) and twelfth (12<sup>th</sup>) 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's level of performance. To this end, the supervisor and the employee will meet and discuss work responsibilities, job standards and objectives, review progress and plan for the employee's future development prior to the evaluation being placed in the employee's personnel file.

Any additions, corrections, deletions, or changes on the original evaluation form require initialing by 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 the Chief of Police 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.

#### 12.02.01 Late Evaluations

Failure of the supervisor to present the employee with the evaluation within ninety (90) calendar days of the due date, unless an extension is mutually agreed upon in writing, shall result in a recommendation of step advancement in conjunction with Section 14.02.02 (Advancement within the Range). However, as soon as possible thereafter, the supervisor shall conduct a performance evaluation in accordance with Section 12.02 (Performance Evaluations).

### **12.03 Probation**

#### 12.03.01 Probationary Period

All original, promotional, and re-hire appointments shall be subject to a probationary period of twelve (12) months. Any time spent by an employee on unpaid status or paid leave shall not be counted as qualifying service toward completion of the probationary period.

#### 12.03.02 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.

#### 12.03.03 Rejection of Probationary Employee

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

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

#### 12.03.04 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 when good cause exists. Such extensions shall be for a specific period of time not to exceed three (3) months. The employee shall be informed in writing of the reasons for the period of the extension at least seven (7) calendar days prior to the scheduled end of the probationary period.

### **SECTION 13.00 - WORK ASSIGNMENTS/SCHEDULES**

#### **13.01 Rotation/Reassignments**

It is understood and agreed that employees covered by this Memorandum are expected to rotate among shifts and are subject to periodic reassignments (such as TO's, motorcycle duty, investigations). If these changes are a normal part of their work and are not disciplinary, then the reassignment is not subject to the grievance process even though employees may lose or gain eligibility for compensation (such as shift differential or other premium pays). If the reassignment is considered to be disciplinary by the Chief of Police, then the employee maintains their right to appeal as in Section 25.00 (Disciplinary Appeals Procedure). In any event, the employee will be notified as to the reason for the reassignment. The Chief of Police or their designee will announce anticipated openings for specialized assignments department-wide and fill those positions through a standardized selection process. The standardized selection process may be unique to each specialized unit but consistent for all employees being considered for assignment to that unit.

#### **13.02 4 Day/10 Hour Plan**

The normal work schedule for all employees covered by this Memorandum (except Police Trainees and new police officers during their non-uniform orientation period) will be a four-ten plan, indicating four (4), ten (10) hour workdays and three (3) consecutive days off each week. The specific assignments not subject to this rule are as follows:

1. School Resource Officers when school is in session, including summer school when it is held in the City of Santa Cruz.
2. Employees assigned to Investigations will have the option to work a 9/80 or 4/10 schedule as determined by the Chief of Police and based upon operational necessity.
3. CSO's assigned to Property.
4. Victim Advocates who will be assigned to a 9/80 schedule in lieu of the 4/10 schedule.

For employees assigned to a 9/80 schedule plan, each week's work days will be scheduled consecutively (followed by consecutive days off). For employees assigned to

a 4/10 schedule plan, each week's work days will be scheduled consecutively (followed by consecutive days off). In the event of operational necessity, the Chief of Police may suspend this schedule on a temporary basis not to exceed thirty (30) days.

Shift selection within Investigations shall be determined by date of assignment into the unit, including assignments to the Gang Task Force or other specialty assignments within Investigations.

The Chief of Police may suspend this rule if they determine that there are insufficient personnel to maintain the safe day to day operations of the organization. In addition, unforeseen catastrophic events such as earthquake, civil unrest, etc., may necessitate a suspension of this rule. The Chief of Police shall notify all affected personnel and the Association thirty (30) days prior to the change or with as much notice as possible given the nature of the particular emergency.

The Association will have two (2) weeks to meet and respond to the Chief of Police and present alternative scheduling plans for their review. The Association will also have the opportunity to meet and confer with the Chief of Police over matters within the scope of representation effected by the suspension of the 4/10 schedule.

In the event the suspension of the 4/10 schedule lasts more than ninety (90) days, the Association will have the opportunity to meet with the Chief to ensure that the conditions for the suspension still exist. This review will be conducted at least quarterly until the suspension ends.

### **13.03 Minimum Staffing**

The Chief of Police will maintain minimum staffing levels for patrol shifts in writing. The intention of maintaining written guidelines for minimum staffing is to provide guidelines and promote consistency between supervisors and managers when making decisions regarding staffing. The Chief of Police will meet and confer on impacts within the scope of bargaining as defined by the Meyers-Milias-Brown Act (MMBA) if the written minimum staffing levels are changed.

### **13.04 Scheduling**

Employees assigned to the Operations Division will be allowed to select their shift based on seniority and as set forth by the Chief of Police. The schedule will be completed no less than thirty (30) days and no more than twelve (12) months prior to shift change. Seniority is determined by the employee's last uninterrupted date of hire in a classification. A baseline seniority list is incorporated in this MOU and hereby attached as Exhibit F. For employees hired on the same date, seniority will be determined by the date of release from their field training program. Ties will be determined by coin toss.

Exceptions:

1. Training Officers (TO's): will select their shifts based on seniority as set forth by the Chief of Police along with the rest of patrol personnel. This selection

may be overruled by the Chief, however, in favor of the requirements and continuity of the Training Program.

2. Canine Program: exempt.
3. Street Crimes Unit: exempt.
4. Downtown Unit: exempt.
5. Traffic Section: exempt. Seniority for shift selection within the unit is determined by date of assignment to the unit. If all positions are not filled, assignments will be made starting with the least senior non-probationary officer.
6. Probationary employee: exempt.
7. Exemption: through the evaluation process, disciplinary action, medical reasons, or extenuating circumstances, or as identified in Section 13.02 (4 Day/10 Hour Plan) of this Memorandum, an officer may be assigned or reassigned to a certain shift.
8. Leaves of Absence (medical, military, pregnancy disability, etc.): a reasonable expectation must exist that the officer will be able to report for full duty at the start of a new shift. In the absence of a reasonable expectation, those officers will be exempt from this scheduling procedure.
9. Restricted positions: Positions restricted to specific assignments because of funding sources or other external circumstances. If more than one restricted position is assigned to the same unit, seniority for shift selection within that unit is determined by date of assignment to the unit.

### **13.05 Absences/Time Off**

Absences and time off will be regulated based on the practices and procedures set forth in Policy 1001 in the Santa Cruz Police Department Manual as of the date of this Memorandum. Any discrepancies between this Memorandum and the policy will be superseded by this Memorandum. The policy is attached as Exhibit E.

## **SECTION 14.00 - PAY RATES AND PRACTICES**

### **14.01 Salary**

- Effective the pay period that begins on April 4, 2020, the salary for all bargaining unit members shall be increased by an additional two and one-half percent (2.5%).
- Effective the pay period that begins on March 6, 2021, the salary for all bargaining unit members shall be increased by an additional two and one-half percent (2.5%).
- Effective the pay period that begins on March 6, 2021, a new top step "J" will be added to the Salary Compensation Plan. The new top step "J" shall be five percent (5%) above Step "I." Employees who have been at Step I for twelve (12) months or more on March 6, 2021 will progress to the new top step "J" on March 6, 2021. Employees who have been at Step I

for less than twelve (12) months on March 6, 2021 will progress to the new top step “J” in accordance with the procedures in Section 14.02.02 – Advancement Within the Range.

- Effective the pay period that begins on March 5, 2022, the salary for all bargaining unit members shall be increased by an additional three percent (3%).

## **14.02 Salary Steps**

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

Effective November 7, 2015, the Step A for Police Officers shall be eliminated and employees who are currently at Step A shall move to Step B.

### 14.02.01 Salary Rates Upon Appointment

New employees shall be hired at the first step of the classification’s salary range; unless a higher starting step is recommended by the appointing authority based on the employees 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 first step in the salary range for the new classification. However, if such employee is already being paid at a rate equal to or higher than the first step of the higher range, they shall be placed at the next higher step in the new range of at least a five (5) percent increase in total compensation. Total compensation calculation for purposes of this section will include all specialty pay that was received for at least six (6) consecutive months immediately prior to the time of the promotion.

### 14.02.02 Advancement within the Range

- A. Advancement within a classifications 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 Police Officer Trainees shall be advanced to the first step of the Police Officer classification upon successful completion of the police academy. These employees shall then begin their twelve (12) month probation and be eligible for subsequent merit increases as shown below.
- C. All employees shall be eligible for their first merit increase at the end of the first six (6) months of their twelve (12) month probation. After successful completion of the full probation, the employee shall be eligible for subsequent merit increases after each full year on paid status from the last merit review date, continuing until the top of the salary range is attained.
- D. Merit increases shall normally be from one pay step to the next higher pay step. Increases of two steps may, however, be recommended by the Chief of Police when exceptional performance has been demonstrated by the employee. Such step increases must be approved by the City Manager.



- E. A merit increase may be denied by the department head when an employee's job performance falls below the acceptable work standards for the duties assigned. The department head may, in such a case, recommend that the employee's work performance be reviewed again at a specific time before the next review date. If a merit increase is granted at that time, the employee's original review date shall not change and she/he shall be eligible for the next merit increase after one year on paid status from the original review date.
- F. An employee's scheduled merit review date shall be adjusted for any time spent by the employee on unpaid status.
- G. When an employee's position is reclassified to a classification with a higher salary range, the employee's new pay shall be set at the first step of the new range or the next higher step in the new range that provides the employee a salary increase of at least five (5) percent. This increase shall have no effect on the employee's original merit review date.
- H. Exclusive of special evaluation and upon receipt of a satisfactory annual evaluation, the effective date for a merit increase shall be the first day of the pay period, which includes the employee's anniversary date.

#### 14.02.03 Longevity

Upon completion of ten (10) years of continuous regular service, employees shall receive a four and one-half percent (4.5%) longevity pay increase.

Upon completion of fifteen (15) years of continuous regular service, employees shall receive an additional four percent (4%) longevity pay increase for a total of eight and one-half percent (8.50%).

Effective the pay period that begins on March 7, 2020, upon completion of twenty (20) years of continuous regular service, employees shall receive an additional two and one-half percent (2.50%) longevity pay increase for a total of eleven percent (11%).

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

### **14.03 Retirement/PERS**

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

This section 14.03.01 shall apply to members hired on or before September 2, 2011, who are contributing members of CalPERS.

- A. Final Compensation Based on the Single Highest Year  
For purposes of determining a retirement benefit, final compensation for members covered by this section 14.03.01 shall be based on the single highest year, defined by CalPERS as any consecutive one-year period with the highest average pay rate and special compensation.

- B. 3.0% @ 50 Pension Formula for Sworn Members  
The 3.0% @ 50 pension formula shall be available to all sworn members covered by this section 14.03.01 who are contributing members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to members covered by this section 14.03.01.
- C. 2.0% @ 55 Pension Formula for Non-Sworn Members  
The 2.0% @ 55 pension formula shall be available to all non-sworn members covered by this section 14.03.01 who are contributing members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to members covered by this section 14.03.01.
- D. Required Employee Contribution  
Sworn members covered by this section 14.03.01 will contribute the employee contribution amount established by CalPERS for the 3.0% @ 50 pension formula. The required contribution amount was 9.0% as of the date of this MOU.  
  
Non-Sworn members covered by this section 14.03.01 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.
- E. Additional Required Employee Contribution  
  
In addition to the required employee contribution, starting with the pay period beginning November 7, 2015 members covered by this section 14.03.01 will contribute an additional 5.00%. This amounts to a total employee contribution of 14.00% for sworn members and a total employee contribution of 12.00% for non-sworn members.

14.03.02 Employees Hired On or After September 3, 2011 (Tier II)

This section 14.03.02 shall apply to employees hired on or after September 3, 2011 and prior to 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 14.03.02 shall be based on the member's highest three year average, defined by CalPERS as any consecutive three-year period with the highest average pay rate and special compensation.
- B. 3.0% @ 55 Pension Formula for Sworn Members  
The 3.0% @ 55 pension formula shall be available to all sworn members covered by this section 14.03.02 who are contributing members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to members covered by this section 14.03.02.
- C. 2.0% @ 60 Pension Formula for Non-Sworn Members  
The 2.0% @ 60 pension formula shall be available to all non-sworn members

covered by this section 14.03.02 who are contributing members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to members covered by this section 14.03.02.

D. Required Employee Contribution

Sworn members covered by this section 14.03.02 will contribute the employee contribution amount established by CalPERS for the 3.0% @ 50 pension formula. The required contribution amount was 9.0% as of the date of this MOU.

Non-Sworn members covered by this section 14.03.02 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.

E. Additional Required Employee Contribution

In addition to the required employee contribution, starting with the pay period beginning November 7, 2015 both sworn and non-sworn members covered by this section 14.03.02 will contribute an additional 5.00%. This amounts to a total employee contribution of 14.00% for sworn members and a total employee contribution of 12.00% for non-sworn members

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

This section 14.03.03 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 members covered by this section 14.03.03 shall be based on the member's highest three year average, defined by CalPERS as any consecutive three-year period with the highest average pay rate and special compensation.

B. 2.7% @ 57 Pension Formula for Sworn Members

The 2.7% @ 57 pension formula shall be available to all sworn members covered by this section 14.03.03 who are contributing new members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to members covered by this section 14.03.03.

Employees covered by this section 14.03.03 who are classic members as defined by CalPERS may be eligible for a different pension formula.

C. 2.0% @ 62 Pension Formula for Non-Sworn Members

The 2.0% @ 62 pension formula shall be available to all non-sworn members covered by this section 14.03.03 who are contributing new members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to members covered by this section 14.02.03.

Employees covered by this section 14.03.03 who are classic members as defined by CalPERS may be eligible for a different pension formula.

D. Required Employee Contribution

Sworn and non-sworn members covered by this section 14.03.03 will contribute half of the normal cost as established by CalPERS.

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

E. Additional Required Employee Contribution

In addition to the required employee contribution, starting with the pay period beginning November 7, 2015 both sworn and non-sworn members covered by this section 14.03.03 will contribute an additional 5.00%.

14.03.04 All Employees

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

The City shall maintain the IRS 414(h)(2) provision allowing the employee to defer State and Federal income taxes on their PERS contribution.

**14.04 Overtime**

The City desires to keep overtime work at a minimum but recognizes that from time to time it may be required. To the extent possible, employees will be given advanced notification.

1. Overtime hours described in subsection 4(a) and 5(a) below will be compensated at one and one-half times the employee's base hourly rate.
  - a. Overtime hours described in Section 14.10 *Special Events* will be compensated at two times the employee's base hourly rate.
2. Fair Labor Standards Act (F.L.S.A.) overtime will be compensated at one and one-half times the employee's regular rate of pay as defined by F.L.S.A.
3. Police Trainees
  - a. Overtime is defined as all authorized hours on paid status in excess of forty (40) hours in a workweek.
  - b. F.L.S.A. overtime is defined as all hours required by management and actually worked by the employee in excess of forty (40) hours in a work period as defined by the City.
4. Regular Personnel
  - a. For all employees other than Police Trainees, overtime is defined as all authorized hours on paid status in excess of the regularly scheduled work day and/or work week. Paid status includes sick, holiday, or vacation time used.

- b. F.L.S.A. overtime is defined as all hours required by management and actually worked by the employee in excess of the non-overtime hours allowed in the work period. Pursuant to the 7K exemption under F.L.S.A., 171 non-overtime hours are allowed in a 28-day work period. The City has the right to decide whether or not the 7K exemption, provided for under the F.L.S.A., shall apply to Police Officers and Sergeants. The City also has the right to select alternate work periods, as defined by the F.L.S.A. If the City exercises its right to invoke the 7K exemption, the Association maintains its right to meet and confer over the effects of the City's decision on matters within the scope of representation.

5. Compensatory Time Off

- a. Police Officer Trainees shall receive the first 53.34 hours of overtime accrued in the police academy at the rate of one and one-half times the hours worked, up to a total of eighty (80) hours of banked compensatory paid leave. All additional overtime in the academy shall be paid at the overtime rate as specified in the Police unit's Memorandum of Understanding (M.O.U.).

In the event that Police Officer Trainees do not successfully complete the academy, any compensatory hours not used will be compensated in salary.

- b. The use of compensatory time off shall be in accordance with department policy and the FLSA. All regular employees may choose, in lieu of overtime payment, to have overtime hours worked converted to a compensatory time bank at the applicable overtime rate for the number of hours worked or guaranteed. The employees' compensatory time bank shall not exceed one hundred (100) hours. Employee may elect to cash out accrued compensatory time anytime during the calendar year. All accrued and unused compensatory time during the calendar year will be paid out on the last pay date in December.

**14.05 Working Out of Classification**

Upon specific assignment by the Chief of Police or their designated representative, an employee may be required to perform the duties of a higher-level classification on a temporary basis due to a termination, vacation, leave of absence, workers' compensation, or extended sick leave.

Assignments will be made with the following considerations:

1. All out-of-class assignments scheduled to last for an extended period of time (e.g., more than one pay period), must be implemented and approved on a Personnel Action Form (PAF). Assignments shall be given to employees who currently meet the stated minimum qualification of the higher-level classification. Employees appointed on this basis will receive out-of-class pay beginning on the first day of the assignment.
2. Qualified Police Officers may be directed by the management personnel on duty to assume the duties of an absent Police Sergeant on an "acting" basis for

a given shift. Such assignments can only be made after the officer has been qualified and authorized on a premium pay form to serve as acting Sergeant.

3. An employee must spend a majority of the scheduled shift performing the duties of the higher-level classification. Out-of-class or acting pay will be the next highest pay step in the classification to which the employee is assigned. In all cases, such pay will not be less than a five (5) percent increase.

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).

## **14.06 Call-back**

### 14.06.01 Definition

Call-back is defined as any time including court appearances an employee is directed to work and actually works for a period not contiguous with their regular shift. For purposes of this Memorandum, the word contiguous will mean any more than fifteen (15) minutes after the end of shift. If an employee is called in less than four (4) hours prior to their regular shift, they will receive overtime pay only up to the start of the regular shift. If an employee, who was called back to work and has completed their assignment and left work is again called back to work, they will not receive another minimum if the time of return is within the previous callback minimum.

An employee required to attend court under this provision, will not be required to perform additional station work if the court assignment is less than four (4) hours.

When an employee is called back to work for any reason including a court appearance while the employee is on pre-approved time off using vacation, holiday, or compensatory hours, the employee will be compensated based on these call-back rules.

When an employee has completed an assigned shift, or is on a regular day off, and is called by a superior officer or anyone acting at the direction of a superior officer, the Chief of Police or their designee, such employee shall receive compensation in the form of overtime pay. Compensation will be paid in one quarter (.25) hour increments based upon the duration of the call. Such pay shall not be required for telephone calls involving staffing availability, shift assignment, or shift coverage. Messages left on an employee's answering machine shall not qualify for payment unless the superior officer expressly requires the call be returned.

### 14.06.02 Compensation

All callback hours shall be paid at the applicable overtime rate. A minimum of four (4) hours of overtime compensation shall be paid for all callback periods of less than four (4) hours.

## **14.07 Standby**

Police Officers and Sergeants requested by police commanders to remain at home and

available for emergency call-back duty shall be compensated at time and one-half with four (4) hours minimum.

## **14.08 Police Investigations**

### **14.08.01 Investigations Premium Pay**

- A. Officers and Sergeants assigned to the Administration Division, Detective Investigation Section, will receive five percent (5%) special compensation added to their base pay.
- B. Officers and Sergeants assigned to the Operations Division, Traffic Investigation Section, will receive five percent (5%) special compensation added to their base pay. Officers and Sergeants who receive this 5% special compensation when assigned to this Section are not eligible to receive the Motorcycle Patrol Premium as described in Section 14.14 of this MOU.

### **14.08.02 Rotational Duty Assignment**

- A. Officers and Sergeants assigned to the Administration Division, Detective Investigation Section will be required to be on duty assignment for call-back on a seven-day period rotational basis. During periods of duty assignment, officers will be required to have an investigation vehicle and associated equipment immediately available and either keep the Communications Center advised of their location or maintain call-back availability by carrying a pager.
- B. Officers and Sergeants assigned to the Operations Division, Traffic Investigation Section, will be required to be on duty assignment for call-back on a rotational basis. During periods of assignment, officers will be required to have associated equipment immediately available and maintain call-back availability.

## **14.09 Special Duty Pay**

Unit employees scuba diving in the line of active duty (not training) and on orders from a commanding officer shall be compensated at double-time and one-half their hourly rate, with a minimum of four (4) hours. Sufficient training as determined by the Chief of Police within the overall training program of the department shall be provided at City expense for unit employees assigned such special duty.

## **14.10 Special Events**

A special event is defined as an assignment in which the City is reimbursed by an event's sponsor, not the City, through the Finance Department, for police services. Officers assigned to cover special events will be paid a minimum of four (4) hours overtime at two times their base hourly rate effective 1/1/2020. Officers assigned to cover a special event during their regularly scheduled shift, shall be compensated on a "straight time" basis for all hours which fall within their regular shift. Seniority sign-up will apply to all events not sponsored (all or in part) by the City of Santa Cruz. All other

employment not meeting the guidelines of the above policy will be considered outside employment and will be subject to approval in accordance with Departmental policy.

#### **14.11 Training Officer**

At least seven (7) Police Officers and one (1) Community Service Officer, as operational needs dictate and as determined by the Chief of Police, may be assigned as Training Officers and shall receive a 5% differential of base pay for the duration of this assignment. A maximum of two (2) Sergeants may also be assigned as Training Officers in addition to the eight (8) Officers referenced above and shall receive a 5% differential of base pay for the duration of this assignment.

If the Chief of Police determines eight (8) Training Officers are insufficient due to the employment of new officers, this limit may be exceeded by the ratio of one Training Officer to one new hire. The appointment of the additional Training Officers is subject to the approval of the City Manager.

In the event that an officer who is not regularly assigned as a Training Officer - but is a POST certified Training Officer - is assigned a trainee for an entire shift, they will also receive a 5% differential of base pay for that shift. The department will make every reasonable effort, however, to assign all trainees to regularly assigned Training Officers. This section does not apply to trainees who are assigned only to complete a “ride-along” with an officer.

#### **14.12 Tuition Reimbursement**

The City shall reimburse employees up to \$500 per fiscal year for tuition and books upon successful completion of City-approved college or university courses or other course directly related to an employee’s job duties.

To be eligible for reimbursement, employees must receive approval of the Chief of Police prior to attending classes and comply with applicable department and City regulations.

Effective March 7, 2020, the City will contribute \$4,000 per year towards the tuition for a POA member to attend the West Coast Post Trauma Retreat. Any funds which are not utilized will be rolled over to the following year.

#### **14.13 Bilingual Pay**

Upon the recommendation of the Chief of Police and approval of the Human Resources Director, the City shall provide a monthly allowance five percent (5%) differential of base pay for bilingual speaking skills. To qualify for this compensation, employees must be certified by the Human Resources Director as conversant in a foreign language utilized frequently in the line of duty.

#### **14.14 Motorcycle Patrol Premium**

Officers and Sergeants regularly assigned by management to motorcycle duty will receive five percent (5%) special compensation added to their base pay. Officers and Sergeants are not



eligible to receive Traffic Investigations pay (MOU Section 14.08.01-B) when assigned to motorcycle duty.

The City shall provide, replace, or resole motorcycle boots and any other safety equipment approved by the Chief of Police to all employees as determined necessary by management who are approved to ride a motorcycle in an enforcement capacity.

#### **14.15 Shift Differential**

Employees whose regularly scheduled shift includes five (5) or more hours between the hours of 12:00 midnight and 7:00 a.m. shall receive a two and one half percent (2.5%) shift differential in addition to their regular base rate of pay.

Shift differential shall be paid for entire shifts worked and will not be paid for hours not worked, regardless of paid status.

#### **14.16 Uniform Allowance and Replacement**

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

The City agrees to replace uniforms on an as-needed basis, as determined by the Chief of Police. It shall be the responsibility of each unit employee to arrange for purchasing, fitting, pick up, delivery, return, repair and control of uniform items.

The parties agree that for PERS reporting purposes, the value of the uniform and cleaning service is five hundred and twenty dollars (\$520). Employees shall pay the employee PERS cost of the value of cleaning service. Such payment shall be made through a payroll deduction out to her-his paycheck each pay period. The amount of the deduction shall be determined by multiplying the employee's PERS contribution rate by twenty dollars (\$20).

#### **14.17 Personal Property**

Should a unit employee, while in the line of duty damage their watch, prescription eyeglasses, or other personal property authorized for use by the department, the City agrees to reimburse employee for the cost of replacement (*in kind*) up to \$150 per incident. In the event the cost of repair or replacement exceeds \$150, the employee may be reimbursed for any additional sums that are found to be reasonable. The

reasonableness of any such additional sums shall be determined by the Chief of Police. The decision of the Chief of Police is final and non-grievable.

#### **14.18 K-9 Duty**

Up to two (2) employees may be assigned by the Chief of Police to the K-9 unit as handlers. Compensation for this assignment shall be in accordance with the agreements and procedures included in Exhibit D (K-9 Agreement) of this Memorandum of Understanding.

#### **14.19 Education Incentive**

Sworn personnel (Police Officers and Sergeants) are eligible for the following education incentive compensation.

A. Police Officers

AA/AS Degree or Intermediate POST Certificate - 2.5% differential of base pay

BA/BS Degree or Advanced POST Certificate - 5% differential of base pay

B. Police Sergeants

AA/AS Degree or Advanced POST Certificate - 2.5% differential of base pay

BA/BS Degree or POST Supervisory Certificate - 5% differential of base pay

Police Officers with an Advance POST Certificate who promote to Police Sergeant will be allowed to maintain their Advance POST incentive pay for a maximum of twenty-four (24) months to enable them to achieve eligibility criteria for a POST Supervisory Certificate.

Employees are only eligible for one incentive program and these pay differentials will not be combined. The education incentive is reportable as income to PERS.

#### **14.20 Overpayments**

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. Overpayments

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

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

B. Repayment of Funds

An employee will pay no penalties, fees, or interest as a result of the overpayment when the City and employee mutually agree upon how the repayment will be made.

The employee shall have the right to select one of the following options for repayment:

1. Lump sum payment with the date mutually established by the employee and the City (lump sum payments must be made if the total amount due is five percent (5%) or less than the employee's biweekly gross salary).
2. Biweekly installment payments through payroll deduction (installment payments must be a minimum of ten dollars (\$10) and repayment must be completed within twenty-six (26) pay periods).
3. Any other repayment arrangement mutually agreed upon between the City and the employee.

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

C. Referral to Collections

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

**14.21 Departmental Technology Coordinator Differential**

An employee assigned as a Departmental Technology Coordinator by their Department Head will receive one hundred thirty dollars (\$130) premium pay per month during the period of such assignment. Such differential will become effective the first full pay period of the assignment.

**SECTION 15.00 – HOLIDAYS**

**15.01 Holiday Hours & Scheduling**

All employees shall be granted one hundred four (104) hours of holiday on the first pay day after the start of the fiscal year. This is to reflect the paid holidays currently observed by the City.

- New Year's Eve Day (1/2 day)
- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving

Christmas Eve (1/2 day)  
Christmas Day

When a holiday falls on Sunday, the following Monday shall be observed. When a holiday falls on Saturday, the proceeding Friday shall be observed.

Employees required or approved to work on any of the above-listed holidays or employees whose regular day off falls on a holiday, shall receive equivalent time off at a later date. Whenever possible, employees are expected to observe the City's holiday schedule by taking the actual holidays off, with pay.

### **15.02 Holiday Bank**

Employees shall be credited with one hundred four (104) hours of holiday pay on the first day of the pay period that includes July 1 of each year. This amount will be prorated for new hires. Employees will be permitted to use up to the maximum amount available. Upon separation, employees shall receive the value of their unused banked holiday leave.

Accumulation of holidays shall not exceed one hundred four (104) hours.

### **15.03 Holiday Carry-Over**

On the last pay day in June each year, up to forty (40) hours of unused holiday time will transfer to employees' vacation balances, not to exceed the vacation accrual maximum set out in Section 16.02-Rate of Maximum Vacation Accrual.

### **15.04 Eligibility**

To qualify for holiday pay, an employee must be on paid status on their last scheduled workday before the holiday and their first scheduled day after the holiday.

## **SECTION 16.00 - VACATION**

### **16.01 Accrual**

Vacation accrual will be on a monthly basis beginning at date of hire. Employees must be on paid status at least 50% of the pay period to accrue vacation leave. Upon authorization by a manager, a probationary employee may use accrued vacation leave, with an equal, corresponding extension of the probationary period of regular hours worked.

Annual vacation accrual shall be based on continuous service, as follows:

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

## **16.02 Rate of Maximum Vacation Accrual**

Vacation accumulation may not exceed twice the annual rate of accrual, unless prior written authorization for a specified amount of hours and a specified amount of time is received from the Chief of Police and the Human Resources Director. Employees will receive at least sixty (60) days' notice prior to exceeding their maximum accrual rate.

## **16.03 Sell Back of Vacation**

Employees with at least five (5) years of service may designate up to forty (40) hours of vacation time as cashable in the next calendar year. In order to take advantage of this option, a balance of at least forty (40) hours of vacation must be maintained after the vacation cash out.

An employee must irrevocably elect by December 1<sup>st</sup> each year to receive any of the annual leave hours they will earn in the following calendar year as cashable. The City will create an account where the employee's designated cashable accruals will be credited. This will be kept separate from the employee's annual vacation leave accrual account. The employee's election must designate the amount of their annual vacation leave earned each pay period which they wish to have credited. Starting with the first pay period of the calendar year, the cashable annual vacation leave will be credited with the designated amount of annual vacation leave each pay period until the employee's full election has been reached not to exceed forty (40) hours.

Any annual vacation leave being earned in a pay period which is not credited to the employee's cashable account will be deposited in their regular annual vacation leave account.

Elections will not carry over from one calendar year to the next calendar year. An employee who fails to elect by December 1<sup>st</sup> each year, will be deemed to have elected not to participate and they will be prohibited from receiving any vacation cash out.

All vacation hours designated as cashable must be paid out to the employee in the calendar year in which these hours are earned. An employee cannot request the pay out of any vacation hours until those hours have been earned and accrued in their account. Since no vacation pay out can carry over to the following year, the City will initiate a pay out of all hours accrued no later than the last pay date of the year unless the employee has requested those hours to be paid out pursuant to the above language.

## **16.04 Injury or Illness While on 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.

## **SECTION 17.00 - SICK LEAVE**

### **17.01 Definition**

The purpose of this article is to provide paid leave time to be used by employees in the

event of their need for preventive healthcare, care of an existing health condition, as victims of domestic violence, sexual assault or stalking, and for the necessity of designated family members for the reasons specified below in Section 17.02.01-Family Sick Leave

In the event that the City exercises its right to withhold immediate payment of industrial disability benefits, and until such time that a coverage determination is made, employees may elect to utilize accrued paid leave, including sick leave, for the interim period.

## **17.02 Accrual and Use**

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

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

When accrued sick leave must be used, an employee will notify their immediate supervisor of the leave and its probable duration, if known, at least two (2) hours prior to the regular scheduled starting time. When the employee's need to use sick leave is foreseeable, the employee must provide reasonable advance notice. Sick leave shall not be granted unless such report or advance reporting has been made.

Employees shall be eligible for the sick leave advance program as specified in the Personnel Rules and Regulations rule #10.8-Sick Leave Depletion Allowance.

### **17.02.01 Family Sick Leave**

Up to forty-eight (48) hours of accrued sick leave per fiscal year may be used when the employee's personal attendance is required to care for an immediate family member for preventive care, care of an existing health condition, or if they are a victim of domestic violence, sexual assault, or stalking. For the purposes of this provision, immediate family is defined as a spouse, child, parent, sibling, registered principal domestic partner, step-parent, grandparent, grandchild, or other close relation residing in the employee's household. This forty-eight (48) hour limitation may be extended by the Human Resources Director with good cause.

### **17.02.02 Bereavement Leave**

An employee may utilize accrued sick leave for purposes of bereavement. A leave of absence with pay of up to forty (40) hours per incident is available to an employee in the event of a death in the employee's family which shall, for the purpose of this article, include spouse, parent, child, grandparent, sibling, parent-in-law, sibling-in-law, registered principal domestic partner, grandchild of the employee or spouse, child-in-law, grandparent-in-law, or a close relation residing in the employee's household. In rare

cases when the individual has no legal relationship other than a foster or step-parent, the Human Resources Director or City Manager has the discretion to approve that leave upon application. Additional leave equivalent to one (1) scheduled work week, chargeable to accrued sick leave, may be taken by an employee who needs additional time off in connection with a death in the family (as defined in this article).

#### 17.02.03 Personal Business Leave

In accordance with departmental time off procedures, employees may use up to twenty-four (24) hours per fiscal year of their accrued sick leave for the purpose of personal business which shall not include recreational activities.

### **17.03 Limitations**

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

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

### **17.04 Sick Leave Incentive Program**

1. On the last payday in June each year, employees who have accumulated more than four hundred (400) hours of sick leave must choose one of the following options:
  - A. To receive a cash pay-off, or equivalent vacation hours, of all hours in excess of four hundred (400) at the rate of thirty-three percent (33%) of their current rate of pay.
  - B. To “bank” all hours in excess of four hundred (400). Banked hours may not later be converted to cash and will be used as sick leave only when all other sick leave is exhausted.
2. Employees who have an excess of four hundred (400) hours of unbanked sick leave at the time of separation from the City will receive a payoff of all hours over four hundred (400) hours at the rate of thirty-three percent (33%) of the employee rate of pay.
3. Employees who retire and are eligible for retiree health coverage, pursuant to Section 19.04-Retiree Medical Incentive of this agreement, shall also be eligible to receive the equivalent dollar credit for retiree health coverage at the rate of thirty-three percent (33%) of their current rate of pay for all unused sick leave hours. This amount will be maintained by the City for the reimbursement of retiree health coverage. (This section will not be available to employees who chose to utilize the PERS sick leave Service Credit option.)

## **17.05 Emergency Illness Leave**

Pursuant to Side Letter Agreements dated March 2009 and August 2010, employees who were employed as of March 10, 2009 were provided one-hundred-four (104) hours of *Emergency Illness Leave* with the following two restrictions:

1. *Emergency Illness Leave* hours could be used only when all other sick leave is exhausted, and
2. In accordance with CalPERS rules and regulations, *Emergency Illness Leave* is non-reportable compensation and cannot be converted to cash.

During the term of this MOU, restriction #1 above is rescinded and restriction #2 remains in place.

## **SECTION 18.00 - LEAVES OF ABSENCE**

### **18.01 Military Duty**

An employee who is a member of the National Guard or any reserve component of the armed services of the U.S. shall be granted up to thirty (30) days per year of paid leave for any active duty scheduled during the employee's regular work hours. The employee must give 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.

### **18.02 Workers' Compensation**

A non-safety employee who is unable to work due to a work-incurred illness or injury that is compensable under the California Workers' Compensation Act shall continue to receive the full amount of their salary during the first thirty (30) calendar days of such absence. City leave payments so made to the employee shall be decreased in the amount of any temporary disability payments received by the employee so that the employee shall not receive total payments in excess of their full salary.

After the first thirty (30) calendar days of such leave, an employee who is entitled to continued temporary disability payments may use accumulated sick leave or vacation to supplement such payments to an amount equal to their full salary. After depleting of any accrued paid leaves the employee shall be eligible for benefits only in the amounts prescribed by the workers' compensation laws.

Safety employees shall receive workers' compensation benefits pursuant to Section 4850 of the Labor Code.

Light duty assignments may be made in accordance with medical authorization.

### **18.03 Light Duty**

The City recognizes the importance of providing support and encouragement to police department employees who are recovering from an injury or illness in an effort to assist



in making a complete and healthy recovery. Therefore, the City agrees to temporarily provide at least two (2) light duty assignments which are less strenuous and less hazardous for police department employees who are recovering from an injury or illness, including pregnancy. The availability of additional assignments is at the sole discretion of the Chief of Police. Priority will be given to accommodating temporary light duty requests from employees recovering from work-related injuries or illnesses. The intent of a temporary light duty assignment is to provide modified work duties which are beneficial to the employee by keeping them productively active, involved, and informed in department activities, and beneficial to the City by the employee's work contributions and involvement during the recovery period. This is not intended to deprive the employee of using accumulated sick time if they so desire. The temporary assignment will be consistent with the employee's physical abilities and department needs. The modified duties will reflect recommendations and limitations prescribed by the attending physician. Following are conditions for providing an employee with a light duty assignment:

1. That the temporary assignment may result in a change of shift but not a change in the employee's schedule as defined in Section 13.02 (4 Day/10 Hour Plan). An employee may lose shift differential pay as a result of this shift change.
2. That the duties to be performed in said temporary assignment shall be those designated by the Chief of Police provided that the duties shall be consistent with the written recommendations of the employee's physician.
3. Said employee shall not be increased or reduced in pay or benefit solely by virtue of said temporary assignment but may forfeit incentive pays if they are no longer eligible.
4. Provided that the City may verify said disability by having said employee examined by a physician of City's choosing at City's expense.
5. If an employee on temporary light duty assignment is required to remain available by radio, cell phone, or other means, during their meal break then the meal break will be paid. If an employee on temporary light duty assignment is not required to remain available as above during their meal break, then the meal break will be unpaid. Unpaid meal breaks will not exceed thirty (30) minutes.

#### **18.04 Medical or Personal Leave**

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

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

### **18.05 Pregnancy Disability Leave**

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

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

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

Any additional post-partum leave may be approved by the City Manager or his designee after consideration of the nature of the request and the operational needs of the department.

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

### **18.06 Family Leave**

In accordance with the Federal Family and Medical Leave Act and the California Family rights Act, the City will grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks, (continuous or cumulative), per twelve-month calendar year period. Effective January 1, 2016, the City will begin using a "rolling" twelve (12) month period measured backward to establish the 12-month period. Family leave may be taken for any one or more of the following reasons:

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

Conditions covering the leave shall include the following:

- E. Eligible employee means having been employed by the City for twelve (12) months and has 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;
- F. Medical verification is required for employee or ill family member for medical leave period;
- G. Employees are required to give at least thirty (30) days written notice in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much written notice as is practicable.
- H. Employees are required to use accrued vacation as a part of the family leave period. Use of sick leave is not required, but may be used pursuant to the applicable provisions of this Memorandum of Understanding.
- I. Pregnancy disability is not covered under this section and is covered by the California Fair Employment and Housing Act which allows up to four (4) months of leave depending on the actual disability (see Section 18.05).
- J. Employees retain “employee” status while on family care leave. The leave does not constitute a break in service for purposes of longevity, and/or seniority. Upon return to work, employee will be reinstated to an equivalent position with equivalent pay and benefits.
- K. Any request for additional leave may be made pursuant to Section 18.04.
- L. Any other conditions or interpretations of this leave shall be based upon the Federal Family and Medical Leave Act and the California Family Rights Act.

**18.07 Continuation of Insurance Benefits during Unpaid Leaves of Absence**

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

18.07.01 Personal Leave

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

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

Employees may continue premium payments at their own cost, in accordance with appropriate PERS or other appropriate medical plan provisions.

18.07.02 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.

**18.08 Blood Donations**

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

**18.09 Absence for Examination**

An employee will 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. In the event operational necessity as determined by the Chief of Police precludes an employee from being granted paid release time to participate in any part of an examination process, the City shall make accommodations to offer the affected employee an opportunity to complete the testing process.

**SECTION 19.00 - BENEFITS**

**19.01 Medical Plan**

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

In accordance with IRS Code Section 125, the City will provide a flexible benefits plan (“cafeteria plan”) to all eligible employees. If an employee elects to participate in a medical plan, the maximum City contributions to the cafeteria plan is the cost of the Blue Shield Access+ HMO Plan (for Region 1) less the following employee contribution amounts, effective February 22, 2020:

|                             |                        |
|-----------------------------|------------------------|
| Employee Only:              | \$46.50 per pay period |
| Employee and One Dependent: | \$65.40 per pay period |
| Family:                     | \$69.00 per pay period |

In no event will the maximum monthly City contribution exceed the premium for the plan in which the employee is enrolled. In no event will employees be credited with and receive cash back based on the plan chosen.

These pre-tax contributions are made during pay periods where employee deductions for health care benefits are taken (24 pay periods annually).

**19.01.01 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 assistance plan (DCAP)

### 3. Cancer and Critical Illness Protection Insurance

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

4. Additional life insurance
5. Accident protection insurance
6. Long term care insurance

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

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.

#### **19.02 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 eligibility requirements established either by CalPERS or the City and subject to tax regulations of the State of California and the Internal Revenue Service of the United States government.

#### **19.03 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 continue to contribute a monthly amount to CalPERS pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA).

The City contribution will be based on an annual CPI adjustment as determined by CalPERS.

#### **19.04 Retiree Medical Incentive**

Employees currently on the City's retiree medical plan and future covered employees who receive a retirement from PERS and have at least five (5) years of continued service with the City and are at least fifty (50) years of age will receive a retiree medical incentive in the amount of \$139 per month in addition to the City's contribution listed in Section 19.03 (Retiree Medical Plan). This incentive will continue as long as the employee continues PERS medical coverage through the City of Santa Cruz and until such time as the retiree is eligible for Medicare (currently age 65) or other federal or

state health programs, solely on account of age. Employees shall remain eligible for the retiree medical incentive even if their service retirement is classified or reclassified as a disability retirement.

Retirees eligible for the PERS retiree incentive listed above, with more than twenty (20) years of City service, will have their medical incentive increased to 75% of the cost of the employee-only coverage of the second highest PERS HMO plan from only among those plans available in Santa Cruz County at the time of ratification of this agreement, less the contribution listed in Section 19.03 (Retiree Medical Plan).

**19.05 Dental and Vision Program**

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

|  | <u>In-Network</u>   | <u>Out-of-Network</u>   |
|--|---|---|
| Annual Deductible                              | None  | None  |
| Annual Benefit                                 | \$2,500 per person  | \$2,500 per person  |
| Maximum, Excluding<br>Orthodontia for Children |   |   |
| Preventative                                   | 100%  | 100%  |
| Basic Benefits                                 | 90%   | 85%   |
| Prosthodontic Benefits                         | 60%   | 60%   |
| Orthodontia                                    | 50% up to \$2,500<br>lifetime maximum per<br>person, up to age 23 | 50% up to \$2,500<br>lifetime maximum per<br>person, up to age 23 |

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

|                     |   |
|---------------------|---|
| Co-pays             | \$7.50 (does not apply to contacts)                                   |
| Exam                | 100% every 12 months  |
| Prescription Lenses | 100% every 12 months  |
| Frames              | 100% up to \$105 plus 20% off any out-of-pocket costs every 24 months |
| Contacts            | 100% (in lieu of glasses) up to \$100 every 12 months                 |

**19.06 Long Term Disability**

The City shall contribute the full cost of the City-sponsored long-term disability program. This benefit shall be considered taxable income.

**19.07 Life Insurance**

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

|             |          |
|-------------|----------|
| Basic Life: | \$50,000 |
|-------------|----------|

## **19.08 Counseling Services**

### a. Critical Incident Stress Debriefing (CISD)

The City agrees to provide adequate funding for the duration of this contract so as to make available the necessary Critical Incident Stress Debriefing counseling utilizing the service of the present provider, except that the City may change providers after consultation with the Police Officer Association.

### b. Psychological Counseling

The City agrees to provide sufficient funding for the duration of this contract for psychological counseling services which will address duty related stress/trauma. Counseling services made available will also include an alcohol abuse treatment component. Maintenance of confidentiality will be held within the legal confines of the client-therapist relationship. The provider shall supply, on an annual basis, all current documentation to confirm appropriate credentials and liability coverage. The provider of this service shall be mutually selected by the City and the Police Officers' Association.

## **SECTION 20.00 - EMPLOYER RESPONSIBILITY**

In case any officer is named in a civil suit resulting from their official duties with the City, the City will defend such officer within the limit of the law.

## **SECTION 21.00 - VESTS**

The City agrees to provide safety vests for Police Officers, Sergeants, and Community Service Officers. Police Officers and Sergeants agree to wear department issued fitted safety vests at all times while in uniform. The wearing of safety vests shall be optional for officers assigned to work in plain clothes. Upon the receipt of sufficient medical evidence, an employee may be exempted from this provision by the Chief of Police.

## **SECTION 22.00 - SERGEANT PROMOTIONAL EXAM**

When a promotional eligible list (as defined in the Personnel Rules and Regulations) is used to fill a Sergeants position and that promotional list includes employees represented by this agreement, the Human Resources Director shall certify the top five (5) eligibles, in alphabetical order, if there be that number, on the relevant promotional list to the Chief of Police. If there be more than one (1) vacancy in the same class, the Human Resources Director shall certify one (1) additional eligible for each additional vacancy, if there be candidates available on the eligible list.

## **SECTION 23.00 - EMERGENCY MEALS**

Employees will be entitled to emergency meals in accordance with current practice and relevant department and City regulations.

## **SECTION 24.00 - GRIEVANCE PROCEDURE**

### **24.01 Purpose**

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

Any employee covered by this Memorandum may file a grievance.

#### **24.02 Definition**

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

#### **24.03 Limitations**

1. A grievant may be represented by any representative of their choosing in preparing and presenting a grievance.
2. No reprisal shall result against any employee who presents a bona fide grievance under this procedure.
3. Time limits may be extended by written mutual agreement of the parties.
4. A grievance shall be considered settled in favor of the other party, if at any step, a decision is not rendered or appealed within the specified time limit.
5. Only upon mutual written agreement between the parties may Step I of the grievance procedure be waived.

#### **24.04 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 the chain of command exclusive of the Chief of Police. These discussions must be initiated within ten (10) workdays of when the employee knew, or reasonably should have known of the incident upon which the grievance is based. Every attempt will be made by the parties to settle the issue at this level.

##### Step II

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

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

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

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



### Step III

If the grievance is not resolved, the grievant may, within ten (10) workdays following receipt of the Chief'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 set a hearing within ten (10) working days of receiving the appeal. The grievant, their representative, and other parties summoned by the City Manager or representative shall attend the hearing and present testimony or evidence concerning the grievance. The parties may bring a reasonable number of witnesses to the hearing.

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

### Step IV

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

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

If such a list is requested from the State Mediation and Conciliation Service, the parties within ten (10) working days of receipt of the list, shall mutually agree upon the person on the list who shall be the Arbitrator. If one (1) person is not mutually agreed upon, the parties shall within ten (10) working 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) working days after the conclusion of the hearing. The Arbitrator's expenses, if any, shall be borne equally by the parties. Each party shall bear the cost of its own representation.

## **SECTION 25.00 - DISCIPLINARY APPEALS PROCEDURE**

### **25.01 Definition**

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

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

### **25.02 Pre-Action Procedure**

#### Step 1

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. If the employee decides to exercise their right to respond to the charges (*Skelly* hearing), they shall advise the Chief of Police of their desire to exercise their rights within five (5) working days from receipt of notice. The Chief of Police and the employee (or the employee's representative) shall then schedule the *Skelly* hearing within five (5) working days of the employee's notification of their request to have a *Skelly* hearing. If the Chief of Police 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 or their procedural rights and final action will be taken.

#### Step II

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

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

### **25.03 Post-Action Appeal**

#### Step III

If the employee files a timely appeal, the City Manager shall, within ten (10) working

days after receiving the appeal, designate a hearing officer who shall schedule a hearing not less than ten (10) 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 of three (3) days or less, there shall be no appeal beyond Step III and the City Manager's decision shall be final.

#### Step IV

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

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

If such a list is requested from the State Mediation and Conciliation Service, the parties within ten (10) working days of receipt of the list, shall mutually agree upon the person on the list who shall be the arbitrator. If one (1) person is not mutually agreed upon, the parties shall within ten (10) working 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 with fifteen (15) working 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 26.00 - 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 for a period not to exceed five (5) years, after which they will be destroyed. 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 Chief of Police by filing a written appeal to the Chief of Police within ten (10) working days of receipt of the reprimand. The written appeal may include a request to present the appeal orally to the Chief of Police. If the Chief is not reasonably available, they will render a decision from the written appeal. An employee may request an extension of the time to respond for justifiable reasons.

The Chief of Police's decision regarding the written reprimand shall be final; unless, the reprimand originated with the Chief of Police in which case the employee shall have the right to appeal the department head's decision to the City Manager.

## **SECTION 27.00 - ENFORCEMENT OF TERMS**

The Association agrees to enforce the terms of this Memorandum and recognizes the right of management to institute a grievance against the Association in the event the Association does not, through a member, comply with this Memorandum.

## **SECTION 28.00 - SEVERABILITY**

This Memorandum is subject to all current, future and applicable federal and state laws, state regulations, the Santa Cruz Charter, and the State Constitution.

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

## **SECTION 29.00 - LAYOFF POLICY & PROCEDURE**

All represented employees shall be subject to the layoff policy and procedure provided in this section.

### **29.01 Layoffs**

The City reserves the right to reduce its workforce by layoff of employees for reasons of economy or changes in departmental operations. When one or more employees assigned to the same classification within the department are to be laid off, the order of layoff shall be as follows:

1. Casual on-call
2. Temporary
3. Casual, less than half time
4. Probationary
5. Regular

The order of layoffs shall be governed by seniority in classification from the date of hire in the classified position.

### **29.02 Bumping**

Bumping is defined as a voluntary movement of an employee to be laid off from their current classification to a previously held lower classification or reclassified position held by an employee with less seniority. Bumping privileges may be exercised within the Police Department. An employee with sufficient seniority to bump an employee in a lower classification shall bump the least senior person in that classification.

For bumping purposes, seniority shall be defined as time in the affected classification added to time in a directly related higher classification.

### **29.03 Notification**

Employees to be laid off shall be given not less than fifteen (15) working days written notice prior to the reduction in force. An employee wishing to bump to a lower classification shall provide written notice to the City within ten (10) working days of receiving their layoff notice.

### **29.04 Reinstatement**

Should there be a vacancy in the classification from which an employee was laid off within thirty-six (36) months 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 30.00 - POLICE DEPARTMENT RESOURCE ALLOCATION COMMITTEE**

The parties shall convene an Advisory Police Department Resource Allocation Committee ("Committee") to explore and discuss resource allocation within the Santa Cruz Police Department. The Committee meetings shall not constitute "meet & confer" as defined by the Meyers-Milias-Brown Act, but are intended to serve as a collaborative effort to ensure officer safety, minimize waste, improve efficiency, and identify the most desirable uses of available resources.

The Committee shall consist of at least two (2) members of the Association and at least two (2) sworn members of SCPD management. The parties agree that committee members may change depending on the subject matter. Any findings, recommendations, or conclusions of the Committee are advisory and shall not be binding. The Committee shall meet a minimum of twice per year and may be requested by either party.

**POLICE OFFICERS' ASSOCIATION  
OF THE CITY OF SANTA CRUZ**

**CITY OF SANTA CRUZ**

DATED: 8/18/2020

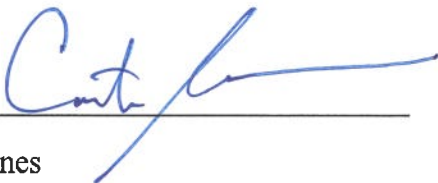
DATED: 8/18/2020



Mark Eveleth



Lisa Murphy



Carter Jones



Timothy Davis

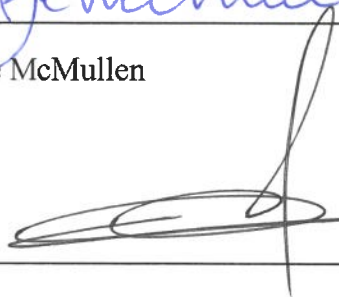


Fred Yoon

~~Cheryl Effe~~



Joe McMullen



Nico Megevand

CITY OF SANTA CRUZ  
POLICE CLASSIFICATIONS

- 501 Community Service Officer
- 503 Police Officer Trainee
- 504 Police Officer
- 505 Police Sergeant
- 506 Victim Advocate

## COUNCIL POLICY 25.2

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

## POLICY STATEMENT

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

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

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

**Definitions:**

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

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

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

- a) verbal harassment such as epithets, derogatory comments, or slurs, including on social media;
- b) physical acts such as assault or impeding or blocking movement;
- c) visual insults such as derogatory posters, drawings, or photographs;



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

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

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

Equal Employment Opportunity Committee (EEOC) as used in this policy is an advisory body to the City Council consisting of nine (9) members, including representatives from the community appointed by the City Council, employees appointed by the City Manager, and employees appointed by various labor groups.

Responsibilities:

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

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

2. The City Manager shall fully accept and support the City's commitment to prevent abusive conduct, discrimination, harassment, and retaliation as a means to assure full equal employment opportunity for all prospective and current employees, contractors, unpaid interns, and volunteers including the following:
  - a) defining and assigning specific responsibilities throughout the organization for the development, implementation, and monitoring of this policy;
  - b) appointing one (1) department head and three (3) employee representatives to the EEOC;
  - c) ensuring all department heads support this policy;
  - d) reviewing the recommendations of the Human Resources Director on the resolution of complaints appealed under the Administrative Procedure Order (APO) Discrimination/Harassment/Retaliation Policy Implementation and Complaint Procedure, and making final decisions in each such complaint; and
  - e) ensuring that an EEO Report is completed and submitted annually to the City Council.

3. The Human Resources Department (HR) Director shall be responsible for:
  - a) ensuring that this policy, including its definition of abusive conduct, discrimination, harassment, and retaliation and the complaint procedures are disseminated to all employees;
  - b) providing guidance, training sessions, and assistance to department heads, managers, supervisors, and employees within their areas of responsibility;
  - c) investigating, resolving, and making findings and recommendations on complaints that are reported according to established informal and formal grievance procedures as set forth in the Discrimination/Harassment/Retaliation Policy Implementation and Complaint Procedure APO and the Respectful Workplace Conduct APO;
  - d) coordinating the annual EEO report, to include data on the make-up of the City workforce and the representation of protected classes, and distributing the report to the City Council, City staff, the public, and Federal and state agencies as requested or required;
  - e) regularly reviewing and revising personnel policies, procedures, and practices to eliminate non-job-related criteria, minimize the opportunity for discrimination and harassment, and ensure compliance with all legal requirements for equal employment opportunity;
  - f) designing, implementing, and monitoring a recruitment program to draw all qualified applicants; and
  - g) designating an EEO Coordinator, who will assist the HR Director with EEO-related activities and staff the EEOC.
  
4. Department Heads, Managers, and Supervisors shall all be responsible for:
  - a) giving their full support to this policy through active cooperation, leadership, and personal example;
  - b) informing employees in their respective departments or areas of responsibility of their rights and responsibilities regarding abusive conduct, discrimination, harassment, and retaliation under this policy;
  - c) ensuring that their employees have equal access to training and promotional opportunities;
  - d) acting to prevent abusive conduct, discrimination, harassment and retaliation from occurring; and
  - e) cooperating with the HR Director in resolving complaints involving employees in their respective departments.
  
5. Employees of the City shall be responsible for lending their personal support and cooperation in maintaining equal employment opportunities in the City. Employees shall cooperate fully with all investigations of abusive conduct, discrimination, harassment, and retaliation and implementation of remedial measures and shall not retaliate against complainants or witnesses.
  
6. The EEOC shall act in an advisory capacity to the City Council in all matters pertaining to EEO and be responsible for serving as a communication channel between City employees, the community, the City Manager, and the EEO Coordinator on any EEO activities and concerns.

Additional Applications and Considerations:

- Complaints may be filed by any individual (or a representative of their choice, on their behalf) who feels a violation of this policy has occurred. The procedures for resolving complaints alleging violation of this policy are set forth in APO Discrimination/Harassment/Retaliation Policy Implementation and Complaint Procedure and APO Respectful Workplace Conduct.

- Contracts with the City of Santa Cruz which contain an equal employment opportunity/non-discrimination clause shall also include language which requires those contractors to be responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in their companies.
- Councilmembers, contractors, unpaid interns, volunteers, customers and visitors shall not be subjected to, or cause, a violation of this policy.
- All Memoranda of Understanding entered into by the City and any employee organization shall contain an appropriate non-discrimination/harassment clause.
- In applying this policy, the rights of free speech and association shall be accommodated consistently with the intent of this policy. Nothing in these regulations may be construed as limiting the City's right to take reasonable disciplinary measures which do not discriminate on a basis identified in this policy.
- Discrimination/harassment/retaliation prevention (including prevention of abusive conduct), and cultural diversity awareness training, is mandatory for all City employees and City Councilmembers.
- All City employment announcements, brochures, procedures, advertisements, and application forms will state that the City is an Equal Opportunity Employer. The Human Resources Department will also inform all outreach recruitment and referral sources of the City's Discrimination and Harassment Policy and request that sources actively recruit and refer qualified applicants from all sectors of the community.
- In support of recruitment and retention efforts, City management shall consider the viability of participating in or developing supportive programs in such areas as: job-related skill training and education, job development, career counseling, transportation, day care, and health care.
- Where groups of employees are featured in the City's publications and communications (i.e., text and photographs), insofar as possible, the materials should illustrate that the City's workforce is as diverse as the populace it serves.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

**HISTORY:**

Revision by Resolution No. NS-28,533 July 24, 2012

Revision by Resolution No. NS-28,823 September 9, 2014

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

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



**K-9 AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ by and between the CITY OF SANTA CRUZ, a municipal corporation (“CITY”), and  
\_\_\_\_\_, a Police Officer (“EMPLOYEE”),  
*(Employee)*  
employed by CITY.

RECITALS

- A. CITY now operates a canine program with the CITY’s Police Department.
- B. CITY owns a police dog named \_\_\_\_\_.
- C. CITY and EMPLOYEE desire that EMPLOYEE participate in the canine program.
- D. It is the desire of the parties to confirm their relationship during the period of \_\_\_\_\_ to \_\_\_\_\_.

AGREEMENT

- 1. The term of the Agreement shall be \_\_\_\_\_ to \_\_\_\_\_.
- 2. During the term of this Agreement, EMPLOYEE shall keep the dog under EMPLOYEE’s care and control at all times, and EMPLOYEE shall do the following:
  - A. House and feed the dog in a manner consistent with good practices.
  - B. Keep the dog clean, well groomed, and in good health.
  - C. Provide such veterinary care as is necessary to maintain the dog free from disease, defect, or injury.
  - D. Maintain the dog at a high level of operational ability.
  - E. Keep the dog available for police work at all times.
  - F. Respond with the dog to calls as directed by EMPLOYEE’s supervisors.
  - G. Handle the dog at the scene as directed by EMPLOYEE’s supervisors.

3. CITY and EMPLOYEE agree the compensation shall be \$204 per pay period.
  - A. CITY and EMPLOYEE agree that CITY has acted in good faith and has reasonable grounds for believing that this Agreement complies with the FLSA.
4. In addition to the monthly compensation, CITY shall provide, on a contract basis, for the animal's food, grooming supplies, training supplies, disinfectants, and all veterinary care. Further, CITY shall provide the pay for any and all necessary training of the animal.
5. EMPLOYEE shall be deemed to be acting within the scope of employment during any department authorized activities connect with the training of the dog and police work involving the dog. CITY shall compensate EMPLOYEE for police work and training of the dog in accordance with the Memorandum of Understanding.
6. CITY shall hold EMPLOYEE harmless for any liability occurring to EMPLOYEE by reason of EMPLOYEE's participation in the canine program, excepting acts which are willful, malicious or outside the course and scope of employment. The obligation set forth in this paragraph shall protect EMPLOYEE from any liability, whether said liability arises during EMPLOYEE's regular working hours or otherwise.
7. EMPLOYEE agrees to recertify the dog for participation in CITY's canine program on an annual basis, as well as at such other times as CITY may reasonably require.
8. This Agreement shall be terminated by the occurrence of any of the following:
  - A. Death of the dog or inability of the dog to perform police work.
  - B. The furnishing by CITY of thirty (30) days' notice to EMPLOYEE.
  - C. The furnishing by EMPLOYEE of thirty (30) days' notice to CITY. Additional notice beyond thirty (30) days is strongly encouraged.
  - D. Termination of EMPLOYEE's employment with CITY.
9. The attached general provision regarding the canine program shall be a part of this Agreement.
10. This Agreement shall constitute the entire Agreement between the parties and shall supersede any previous agreements, whether verbal or written , concerning the same subject matter. No modification of this Agreement shall be effective unless and until evidence by a writing is signed by both parties.

IN WITNESS WHEREOF, this Agreement was executed on the date hereinabove written.

CITY OF SANTA CRUZ

EMPLOYEE

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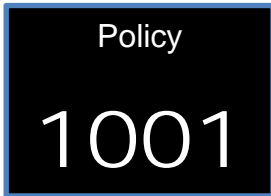
APPROVED AS TO FORM:

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CITY ATTORNEY

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UNION REPRESENTATIVE



## Absences/Time Off

### 1001.1 PURPOSE AND SCOPE

It is the policy of this Department to set forth procedures and guidelines for time off requests, absences and injuries, and surrendering departmental equipment in cases of leaves of absence.

### 1001.2 PROCEDURE

#### 1001.2.1 TIME OFF REQUESTS

The Department will strive to facilitate time off requests in a timely manner. It is necessary to balance employees' needs for time off with the mandate that the organization provide public safety services for the City of Santa Cruz. In order to do this it is required that time off requests be made sufficiently in advance so that proper consideration may be given to the needs of the employee, City and the Department.

- (a) All employees, permanent, part time, or temporary must put in writing their time requests.
- (b) Time off requests may be submitted up to one (1) year in advance of the date(s) requested.
- (c) Requests shall be for vacation, management vacation, holiday, floating holiday, compensatory time off, maternity leave, leave of absence, military leave, or family leave.
  - 1. Requests may be for any or a combination of all of the above.
- (d) Requests for forty hours or more should be made thirty days in advance of the requested time off.
  - 1. Reasons of legitimate exigency may be accepted by a supervisor in the event that thirty days notice does not occur.
- (e) Requests for more than eighty hours will require approval from the Deputy Chief of Police and should be made a minimum of sixty days in advance of the requested time off.

#### 1001.2.2 RESPONSIBILITIES

- (a) The requesting employee is responsible for making the request in a timely manner and for knowing and requesting only that time which they have earned and may, therefore, take legally.
  - 1. It is the employee's responsibility to notify the Financial Services Unit/payroll/purchasing clerk of any changes or cancellations of a time off request that was previously submitted.
- (b) The unit/detail supervisory is responsible for evaluation staffing levels and for insuring that sufficient staffing is available if the request is approved.

1. Every effort should be made to avoid the use of overtime when granting leave.
  2. The supervisor must check the special events calendar, sergeants' calendar and the master schedule.
  3. The staffing available will be listed on the request form by the supervisor so it may be reviewed by the Team Commander.
  4. If approved, enter the information on the sergeants' calendar. If the date is for some time beyond the current four-week period, the Administrative Assistant will enter it on the appropriate four-week schedule.
  5. Sign the request form both as to approval and entry on the master schedule.
  6. The master schedule and the sergeant's calendar are the reference documents used to allocate personnel. They must be maintained in an accurate condition at all times.
- (c) The managers are responsible for reviewing the requests and insuring that sufficient staffing remains available.
1. Management will strive to provide a maximum of seven (7) day turnaround on all time off requests.
  2. An exception may occur if a request is made prior to the master schedule being established.
- (d) The Payroll/Purchasing Clerk will log all time off requests on their calendar and be able to provide information to supervisors, managers and employees when it is requested.
1. The Payroll/Purchasing Clerk will insure that approved time off is recorded onto the payroll sheet as required by City Payroll procedures. (This does not negate the employee or supervisor's responsibility to record it on the time sheet for the affected payroll period.)
  2. The time off request forms, once approved, will be maintained by the Payroll/Purchasing Clerk.

### **1001.2.3 ORGANIZATIONAL INTENT**

- (a) It is the intent of the organization to facilitate time off requests to the extent economically and operationally feasible.
- (b) Normally, overtime will not be authorized to replace an employee so they can obtain time off.
- (c) Exceptions may be made for good cause but will require approval of the Division Commander. Items to be considered are:
1. Time of year.
  2. Special events.
  3. Negative impacts on remaining working employees.
  4. Budgetary restraints.
  5. Long term impacts on both the organization and the requesting employee.

- (d) Employees should strive to take the bulk of vacation or holiday time off during time other than mid-June through August due to the department's summer workload.
- (e) Time off requests will be considered in the order in which they are submitted. Seniority in rank will be a determining factor when time off requests are made by more than one person, submitted on the same day and requesting the same time off, or a large percentage of it.

### 1001.3 ABSENCES AND INJURIES

#### **1001.3.1 NOTIFICATION OF ABSENCE**

- (a) Any employee who is unable to report for duty as scheduled shall notify the appropriate Watch Commander/Section Commander. Notification shall be as far in advance as possible. A minimum of two hours is required. The reason for such absence shall be reported.

- 1. In the event the Watch Commander/Section Commander is not available to receive the call, the employee receiving the notification shall forward the information to the Watch Commander as soon as practical, with minimum of the following information.

- (a) Name of absent employee.
- (b) Time called.
- (c) Reason for absence.
- (d) Length of absence (if known).
- (e) Location of employee.
- (f) Telephone number where employee can be reached.

- 2. The employee calling in ill shall leave a telephone number where he/she can be reached by their supervisor.

- (b) Availability of Employee.

- 1. Employees shall inform their respective Watch/Section Commander of their location during their respective (normal) duty hours while absent.

- (c) Checks on Absentees

- 1. Any employee should expect a personal visit or phone contact from a Department representative during their period of recuperation. Such contact shall be at the discretion of the appropriate supervisor, Watch Commander, Division Commander, or the Chief of Police. Priority shall be given to absences in conjunction with days off.

- (d) Procedure for returning to full duty from an off-duty injury or illness.

- 1. Absence of three (3) working days or less: If an employee is absent from work for a period of three consecutive working days or less, the following procedure will apply:

- (a) Approval to return to work can be approved by the employee's immediate supervisor.
  - (b) Sick leave affidavit must be completed.
  - (c) If questions arise concerning the employee's health or ability to work, the employee may be referred to a physician for re-examination.
2. Absences in excess of three (3) working days: For the benefit of the employee's health, and the health and welfare of those persons who will work with and depend on the returning employee, on absences in excess of three (3) consecutive working days the following will apply:
- (a) The absence must be supported by a completed sick leave form and a Medical release from employee's physician.
  - (b) If a question arises concerning the employee's health or ability to work, the employee may be referred to a physician for an examination.
- (e) Industrial Injuries or Illness.
1. All injuries on duty and all work-incurred diseases shall be reported to the employee's immediate supervisor as soon as possible following the injury.
  2. If an injury or disease requires the attention of a physician, the supervisor receiving the injury report will direct the employee to a physician or medical center listed on the City's Medical Service order form.
    - (a) Exception: In the case of needed emergency attention, the supervisor will direct that the employee be transported to the nearest medical center.
    - (b) The employee, if able, or the employee's supervisor, shall advise the attending physician or medical center that the injury or disease is a Workers Compensation injury.
    - (c) If, however, an employee notifies the employer in writing prior to the date of injury that he/she has a personal physician, the employee shall have the right to be treated by that physician from the date of injury after emergency treatment, if necessary, has occurred.
  3. Completing the City of Santa Cruz Report of Personal Injury to City Employee and City of Santa Cruz Medical Service Order.
    - (a) The injured employee's supervisor shall complete the Medical Service Order form as soon after the injury as possible and in all cases prior to termination of the shift.
    - (b) The injured employee's supervisor shall complete the Employer's Report of Occupational Injury or Illness form as soon after the injury as possible and, in all cases, prior to termination of the shift.
  4. Completing the SCPD Physician's Statement
    - (a) In every industrial injury or illness situation, the SCPD Physician's statement must be completed by the attending physician.
    - (b) The SCPD Physician's Statement must be completed by the attending
-

physician after any subsequent examinations that result in:

1. A continuation of restricted duty status.
2. A modification to restricted duty status.
3. A continuation of limited duty status.
4. A modification to limited duty status.
5. Or whenever requested by the employee's supervisor.

5. Treating Physician

- (a) It is necessary for an employee to be examined by the same physician or medical facility who made the first examination and diagnoses and treatment on the industrial injury or illness during the first 30 days subsequent to the injury or illness, unless the physician refers the employee to another medical facility or permission is received from the Worker's Compensation Administrator and/or the City Human Resources Department Benefits Coordinator.

**1001.3.2 LIMITED DUTY STATUS**

(a) Supervisor's Responsibility

1. It shall be the responsibility of each Division Commander to make the most productive use of limited duty personnel under their command.
2. Each Watch/Section Commander shall contact the Division Commander to ascertain information on the returning employee to see what duty limitations or restrictions have been imposed by his physician. If the physician's instructions are not clear, the Division Commander shall contact the physician and have him/her restate the medical work restrictions in concise written terms.
3. The employee's proposed assignment shall be put in writing, including any limitations placed on their activities. After approval of the Division Commander, personally serve the employee with a copy of their assigned duties. Discuss the assignment with the employee to ensure there are no misunderstandings or that you are not asking them to perform a task that they feel they should not be doing because of risk of re-injury and/or delaying recuperation time. Have the employee sign the memo.
4. Distribution/routing of memo:
  - (a) Copy to employee.
  - (b) Copy to Administration Division Commander.
  - (c) Copy to Operations Division Commander.
  - (d) Copy to the Chief of Police.
  - (e) Original to employee's personnel file.
  - (f) Copy to Personnel Department.



(b) Employee's Responsibility:

1. Inform their supervisor of any physical limitations that they may have prior to acceptance of assigned duties that they feel they are incapable of safely performing.
2. Any employee returning in a limited duty capacity shall be exempt from normal scheduling provisions and may be assigned to any unit/section within the Department that is in the best interest of the Department.
3. All employees working in a limited duty status shall dress in business-like attire. S.C.P.D. polo shirts are acceptable. No jeans or collarless shirts.

(c) Reporting Outside Employment

1. Department employees engaged in outside employment who are placed on disability leave, limited duty or restricted duty, will inform or remind their commanding officer of their outside work authorization in writing.

(d) Outside Employment while Disabled/Injured

1. The Chief of Police or a designee has final authority to determine when an employee's outside employment should be discontinued. When discontinued, a notice of revocation of the employee's work authorization shall be attached to the original work request form. The employee shall also receive a copy.
2. Criteria for revoking the outside work authorization includes, but is not limited to, the following elements:
  - (a) The outside work is detrimental to the total recovery of the disabled employee as indicated by the employee's treating physician and/or City designated physician.
  - (b) The outside work performed requires the same physical ability as would be required of an on-duty officer.
3. When the disabled member returns to duty, a written request to the Chief of Police shall be made to restore the outside work authorization.

(e) Returning to full duty from a Limited Duty Status.

1. Prior to an employee returning to full duty after being on a limited or restricted duty status, the employee must furnish the Department with a medical release signed by their physician that the employee is capable of returning to full duty status.
2. Routing of medical release form:
  - (a) Copy to Administration Division Commander.
  - (b) Copy to Operations Division Commander.
  - (c) Copy to the Chief of Police.
  - (d) Copy to city Personnel Department.

(e) Original to employee's police personnel file.

### **1001.3.3 INABILITY TO REPORT FOR WORK**

(a) Options available to sick and/or injured employees:

1. Health and fitness is a condition of employment. It is the responsibility of the employee to maintain themselves in a healthy and fit condition.
2. If feasible, the Department will attempt to put an injured or ill employee into a productive work slot for a reasonable period.
3. If a productive work position is not available, or if there does not appear to be a likelihood that the employee will return to full duty status, a number of options are available:
  - (a) Use of accumulated sick leave.
  - (b) Long term disability.
  - (c) Worker's Compensation claim, if injury/illness was incurred during course and scope of employment.
  - (d) Retirement.
  - (e) Resignation.
  - (f) Dismissal.

### **1001.3.4 DISCIPLINARY ACTION**

(a) Abuse of sick leave.

1. Documentation of an abuse of sick leave may result in any one or combination of the following:
  - (a) Reprimand-oral or written.
  - (b) Suspension.
  - (c) Reduction in pay or rank.
  - (d) Dismissal.

### **1001.3.5 RECURRENCE OF PRIOR INDUSTRIAL INJURY**

No worker's compensation time will be allowed unless there is a physician's note. Example: Employee has an old back injury that was work-related and treated as a worker's compensation injury. Three months later, employee's back is hurting. Employee calls in to take time off. No worker's compensation time off can be approved unless the injury is verified by a physician as a continuation or re-injury of a previous worker's compensation injury.

#### 1001.4 THE SURRENDER OF DEPARTMENTAL PROPERTY IN CASES OF LEAVES OF ABSENCE

(a) Leaves of Absence:

1. When any departmental personnel are placed on administrative leave, leave of absence, medical leave of absence, worker's compensation, or any leave of absence due to disciplinary action, and the leave of absence is for more than one work week, they shall report to the Administrative Division Commander at the discretion of the Administrative Commander.
2. The involved personnel may be required to surrender their badge, identification card, and duty weapon. In any case involving the above-mentioned situations, it shall be the responsibility of the Administrative Deputy Chief to retrieve these items.

(b) In all cases, the Division Commander of the affected personnel shall notify the Chief of Police by way of departmental memorandum of the circumstances of the action. Included in this memorandum should be:

1. Employee's name.
2. Employee's present rank.
3. Employee's present assignment.
4. Projected length of leave.
5. Reason for leave.

(c) The Administrative Deputy Chief shall be responsible for the proper storage of the above property, and the return of the property to the employee when the employee returns to active duty.

(d) The employee, while on this leave, shall not in any way act as a peace officer.

**Santa Cruz Police Department Seniority List**

(11/25/15)

Exhibit F

| Badge | Name               | Sgt. Promotion | Hire Date |
|-------|--------------------|----------------|-----------|
| 113   | Clark, Steve       |                | 5/19/86   |
| 100   | Vogel, Kevin       |                | 2/9/87    |
| 116   | Medina, Michael    | 1/9/2010       | 1/22/90   |
| 117   | Campbell, Scott    | 5/3/2002       | 6/25/90   |
| 110   | Martinez, Rick     |                | 4/8/91    |
| 103   | Flippo, Dan        |                | 8/19/91   |
| 163   | Guerrasio, Dominic |                | 12/28/92  |
| 104   | Barry, Warren      |                | 12/6/93   |
| 175   | Conner, Mike       |                | 5/20/94   |
| 114   | Lemoss, Christian  | 6/4/2004       | 6/8/94    |
| 112   | Eveleth, Mark      | 1/9/2010       | 10/7/94   |
| 170   | Hedley, Mike       |                | 1/17/95   |
| 107   | Azua, Bill         | 5/6/2015       | 1/23/95   |
| 141   | Bayani, Patrick    |                | 2/3/95    |
| 185   | Gallegos, Juan     |                | 4/27/95   |
| 135   | Deeg, Ken          |                | 7/3/95    |
| 161   | Martin, Alex       |                | 1/16/96   |
| 118   | Escalante, Bernie  |                | 9/23/96   |
| 133   | Kelley, Jason      |                | 11/4/96   |
| 120   | Harms, Michael     | 11/4/2006      | 1/13/97   |
| 148   | Teaford, Alex      |                | 10/20/97  |
| 123   | Garner, Scott      | 9/23/2006      | 10/20/97  |
| 101   | Bush, Jonathan     | 3/5/2007       | 2/23/98   |
| 182   | Gunter, David      |                | 11/30/98  |
| 108   | Forbus, David      | 11/15/2012     | 1/13/00   |
| 115   | Vasquez, Arnold    | 5/16/2011      | 5/1/00    |
| 153   | Cecena, Karina     |                | 6/29/00   |
| 189   | Cline, Bruce       |                | 6/29/00   |
| 195   | Terry, Sean        |                | 1/8/01    |
| 109   | Morey, Wesley      | 12/23/2013     | 7/9/01    |
| 196   | Rodriguez, Abe     |                | 9/24/01   |
| 102   | Garcia, Jose       | 11/15/2012     | 10/29/01  |
| 173   | Hansen, Wesley     |                | 10/29/01  |
| 179   | Rodriguez, Saul    |                | 10/29/01  |
| 167   | DeOcampo, Paul     |                | 1/7/02    |
| 166   | Mulvihill, Matthew |                | 5/13/02   |
| 122   | Crofts, Greg       | 5/31/2013      | 5/13/02   |
| 150   | Hoppe, Erich       |                | 5/13/02   |
| 137   | Hernandez, Joe     |                | 7/8/02    |
| 106   | Jones, Carter      | 4/28/2014      | 8/26/02   |
| 125   | Auldridge, Jeff    |                | 5/13/03   |
| 192   | Venegas, Sergio    |                | 11/3/03   |
| 140   | Emigh, David       |                | 11/3/03   |
| 119   | Clayton, Bill      | 5/6/2015       | 7/6/04    |
| 158   | Pawlak, David      |                | 11/20/04  |

| Badge | Name                      | Sgt. Promotion | Hire Date   |
|-------|---------------------------|----------------|-------------|
| 186   | Williams, Damon           |                | 1/1/05      |
| 132   | Cockrum, Denise           |                | 5/22/06     |
| 188   | Aguilar, Armando          |                | 6/28/06     |
| 199   | Forbus, Daniel            |                | 6/28/06     |
| 152   | Ganzel, Alexander         |                | 8/28/06     |
| 145   | Vasquez, Nathan           |                | 8/28/06     |
| 164   | Winston, Bill             |                | 9/9/06      |
| 165   | Inouye, Ron               |                | 10/24/06    |
| 154   | Warren, Brian             |                | 11/27/06    |
| 194   | Duarte, Miguel            |                | 12/10/07*   |
| 169   | Schonfield, Laurel        |                | 11/12/07    |
| 181   | Burnham, Ian              |                | 11/12/07    |
| 134   | Ross, Dustin              |                | 2/4/08      |
| 139   | Dukelow, Rodney           |                | 4/28/08*    |
| 151   | Kendall, Kevin "Trevor"   |                | 4/28/08*    |
| 160   | Trog, Joshua              |                | 5/12/08*    |
| 171   | Fincutter, Eileen         |                | 8/18/08     |
| 180   | Badeo, Ruben              |                | 7/12/2010   |
| 162   | Crowell, Forrest          |                | 7/13/2010   |
| 156   | Kiar, Ryan                |                | 11/29/2010  |
| 124   | Albert, David             |                | 8/25/2011   |
| 142   | Trindade, Patrick "Ricky" |                | 4/16/2012** |
| 157   | Cross, Carly              |                | 4/9/2012*   |
| 191   | Burrue, Bradley           |                | 3/25/13     |
| 138   | Northrup, Brent           |                | 7/8/13      |
| 149   | Kramer, Nicholas          |                | 7/8/13*     |
| 198   | Whaley, Benjamin          |                | 9/25/2013*  |
| 131   | Pidcock, Jesse            |                | 9/25/2013*  |
| 197   | Gomez, Leonardo           |                | 9/25/2013*  |
| 143   | Cathrein, Marcel          |                | 5/8/2013*   |
| 177   | Heebner, Adrienne         |                | 5/8/2013*   |
| 155   | Rosell, Dave              |                | 5/8/2013*   |
| 176   | McBride, Caitlin          |                | 12/2/13     |
| 136   | Galli, Christopher        |                | 3/10/14     |
| 190   | Pendleton, Steve          |                | 9/15/14     |
| 127   | Howard-Gibbon, Elizabeth  |                | 3/31/2014*  |
| 168   | Erlach, Bernadette        |                | 3/31/2014*  |
| 129   | Hohmann, Dominique        |                | 3/31/2014*  |
| 159   | Baker, Adam               |                | 10/27/2014* |
| 146   | Bailey, Erik              |                | 10/27/2014* |
| 144   | Montes, Matthew           |                | 8/24/15     |
| 183   | Brouillette, Jeffrey      |                | 9-29-15**   |
| 126   | Abarca, Thomas            |                | 11-3-15**   |
| 193   | Johnson, Jared            |                | 9/21/15*    |
| 184   | Rock, Elliott             |                | 9/21/15*    |
| 128   | Yoon, Frederick           |                | 9/21/15*    |

\* Seniority to be determined by the date of release from Field Training Program

\*\* Seniority to be determined by the employee's date of hire in the police patrol officer classification

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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