

**MEMORANDUM OF UNDERSTANDING**

**CITY OF SANTA CRUZ**

**AND**

**SANTA CRUZ FIREFIGHTERS, I.A.F.F. LOCAL 1716**

**September 21, 2019 – September 16, 2022**

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**TABLE OF CONTENTS**

<b>SECTION 1.00 - TERM</b> .....	<b>1</b>
<b>SECTION 2.00 - PREAMBLE</b> .....	<b>1</b>
<b>SECTION 3.00 - NO ABROGATION OF RIGHTS</b> .....	<b>1</b>
<b>SECTION 4.00 - UNION/MANAGEMENT RELATIONS</b> .....	<b>1</b>
4.01 Association Use of City E-Mail System .....	1
<b>SECTION 5.00 - UNION RECOGNITION</b> .....	<b>2</b>
5.01 Recognition .....	2
5.02 Payroll Deduction.....	2
5.02.01 Payroll Deductions.....	2
5.02.02 Union’s Certification.....	2
5.03 Indemnification.....	3
5.04 Union Notification .....	3
<b>SECTION 6.00 - FULL UNDERSTANDING, MODIFICATION, WAIVER</b> .....	<b>3</b>
<b>SECTION 7.00 - NO DISCRIMINATION</b> .....	<b>4</b>
<b>SECTION 8.00 - WORK WEEK/SHIFTS/ASSIGNMENTS</b> .....	<b>4</b>
8.01 56-Hour/Week Schedule .....	4
8.01.01 Work Week .....	4
8.01.02 Shifts .....	4
8.01.03 Time Released .....	4
8.02 40-Hour/Week Schedule .....	4
8.02.01 Work Week .....	4
8.02.02 Schedule .....	4
8.03 Job Assignment .....	4

8.03.01	Fire Prevention Assignment .....	4
8.03.02	Marine Rescue Captain Assignment .....	5
8.04	Staffing .....	5
8.05	Shift and Station Bidding.....	5
8.06	Vacancy Bidding.....	5
<b>SECTION 9.00 - PERSONNEL ACTION.....</b>		<b>5</b>
9.01	Performance Evaluations .....	5
9.02	Probation .....	5
9.02.01	Probationary Period.....	5
9.02.02	Objective of Probationary Period.....	6
9.02.03	Rejection of Probationary Employee .....	6
9.02.04	Extension of Probation .....	6
9.03	Personnel Files .....	6
<b>SECTION 10.00 - PAY RATES AND PRACTICES.....</b>		<b>6</b>
10.01	Salary Steps.....	6
10.01.01	Salary Rates Upon Appointment.....	6
10.01.02	Advancement Within the Range .....	7
10.02	Salary.....	8
10.03	P.E.R.S. ....	8
10.03.01	Employees Hired on or Before September 2, 2011 (Tier I).....	8
10.03.02	Employees Hired on or After September 3, 2011 (Tier II).....	9
10.03.03	Employees Hired on or After January 1, 2013 (Tier III) .....	9
10.03.04	Retirement, All Employees .....	10
10.03.05	Sick Leave Conversion .....	10
10.04	Overtime.....	10
10.04.01	56-Hour Work Week.....	10
10.04.02	40-Hour Work Week.....	11
10.05	Call Back.....	11
10.06	Holidays .....	12
10.06.01	56-Hour per Week Employees .....	12
10.06.02	40-Hour per Week Employees .....	12
10.07	Working Out of Classification .....	13
10.08	Special Project Pay.....	13
10.09	Special Detail .....	14
10.10	Bilingual Pay .....	14
10.11	Education Incentive.....	14
10.12	Longevity .....	15
10.13	Paramedic Program .....	16
10.14	Emergency Medical Technician.....	16
10.15	Paramedic Premium Pay for Marine Safety Administrative Captain .....	16
10.16	Rescue Swimmer Assignment and Compensation.....	16
10.17	Haz-Mat Technician Assignment and Compensation.....	16

10.18	On-Call Fire Investigator Assignment and Compensation .....	16
<b>SECTION 11.00 - SICK LEAVE .....</b>		<b>17</b>
11.01	Definition .....	17
11.02	Accrual .....	17
11.02.01	24-Hour Shift Personnel .....	17
11.02.02	40-Hour per Week Personnel .....	17
11.02.03	Paid Status .....	17
11.03	Limitations .....	17
11.04	Sick Leave Incentive .....	18
11.04.01	56-Hour per Week Employees .....	18
11.04.02	40-Hour per Week Employees .....	18
<b>SECTION 12.00 - VACATION .....</b>		<b>18</b>
12.01	Accrual .....	19
12.01.01	40-hour/week schedules .....	19
12.01.02	56-hours/week schedules .....	19
12.02	Illness During Vacation.....	19
12.03	Union Leave Bank.....	19
<b>SECTION 13.00 - BEREAVEMENT LEAVE.....</b>		<b>21</b>
<b>SECTION 14.00 - LEAVES OF ABSENCE.....</b>		<b>21</b>
14.01	Unpaid Leaves of Absence.....	21
14.01.01	Medical or Personal Leave.....	21
14.01.02	Pregnancy Disability Leave .....	21
14.01.03	Family Leave.....	22
14.01.04	Continuation of Insurance Benefits During Unpaid Leaves of Absence .....	23
14.02	Paid Leaves of Absence .....	24
14.02.01	Paid Birth/Adoptive Leave.....	24
14.02.02	Military Leave .....	24
<b>SECTION 15.00 - UNIFORMS, LINENS, AND PERSONAL PROPERTY .....</b>		<b>24</b>
15.01	Uniforms .....	24
15.02	Linens .....	24
15.03	Personal Property .....	25
<b>SECTION 16.00 - MISCELLANEOUS PROVISIONS .....</b>		<b>25</b>
16.01	Additional Duties .....	25

16.02	Miscellaneous Employment .....	25
16.03	Promotions .....	25
16.04	Layoff Policy & Procedure .....	25
	16.04.01 Layoffs .....	26
	16.04.02 Bumping .....	26
	16.04.03 Notification .....	26
	16.04.04 Reinstatement .....	26
16.05	Consolidation Merger.....	26
16.06	Tuition Reimbursement.....	26
16.07	Captain/Engineer Promotional Exam.....	27
<b>SECTION 17.00 - BENEFITS .....</b>		<b>27</b>
17.01	Medical Plan/Flexible Benefits .....	27
	17.01.01 Medical Waiver Benefit .....	27
	17.01.02 Optional Benefits .....	28
17.02	Dental Plan .....	28
17.03	Vision Insurance.....	28
17.04	Retired Health Program.....	29
	17.04.01 Retiree Medical/CalPERS Medical Plan.....	29
	17.04.02 Retiree Medical Incentive .....	29
	17.04.03 Disability Retirement before Eligible Age for Service Retirement .....	29
17.05	Life Insurance.....	30
17.06	Long-Term Disability.....	30
17.07	Principal Domestic Partners .....	30
<b>SECTION 18.00 - GRIEVANCE PROCEDURE .....</b>		<b>30</b>
18.01	Purpose .....	30
18.02	Definitions.....	30
18.03	Limitations .....	30
18.04	Consolidation .....	31
18.05	Procedures .....	31
	18.05.01 Step I .....	31
	18.05.02 Step II .....	31
	18.05.03 Step III.....	32
	18.05.04 Step IV .....	32
<b>SECTION 19.00 - DISCIPLINARY APPEALS PROCEDURE .....</b>		<b>33</b>
19.01	Definition .....	33
19.02	Pre-Action Procedure.....	33
	19.02.01 Step I .....	33
	19.02.02 Step II .....	33
19.03	Post-Action Appeal .....	34
	19.03.01 Step III.....	34

19.03.02 Step IV .....	34
19.04 Firefighters Procedural Bill of Rights Act .....	35
<b>SECTION 20.00 - WRITTEN REPRIMANDS.....</b>	<b>35</b>
<b>SECTION 21.00 - SEVERABILITY.....</b>	<b>35</b>
<b>SECTION 22.00 - RENEGOTIATIONS .....</b>	<b>35</b>
<b>EXHIBIT A: Statement of Equal Employment Opportunity and Non-Discrimination Policy.....</b>	<b>37</b>
<b>EXHIBIT B: Discrimination/Harassment Policy Implementation and Complaint Procedure .....</b>	<b>41</b>
<b>EXHIBIT C: Section 7k Work Periods and Maximum Non-Overtime Hours .....</b>	<b>46</b>
<b>EXHIBIT D: Santa Cruz Fire Department Policy &amp; Procedures Manual Section 4-13 Vacation Selection Process for Shift Personnel (September 21, 2015) .....</b>	<b>47</b>
<b>EXHIBIT E: Salary Schedules .....</b>	<b>49</b>
<b>EXHIBIT F: Respectful Workplace Conduct Policy.....</b>	<b>50</b>

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CITY OF SANTA CRUZ AND  
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September 21, 2019 – September 16, 2022**

**SECTION 1.00 - TERM**

The term of this Memorandum of Understanding (Memorandum) shall commence September 21, 2019 and expire on September 16, 2022.

**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 Firefighters, I.A.F.F. Local 1716 (hereinafter referred to as the Union). For the purpose of this Memorandum, employee shall mean a regular, full-time Firefighter, Fire Engineer, Fire Captain, Deputy Fire Marshal, or Fire Prevention Inspector(s). This Memorandum is subject to Sections 3500-3510 of the Government Code of the State of California, the City of Santa Cruz Charter and Municipal Code, and the Santa Cruz Personnel Rules and Regulations.

**SECTION 3.00 - NO ABROGATION OF RIGHTS**

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

**SECTION 4.00 - UNION/MANAGEMENT RELATIONS**

- A. The Union and management recognize their obligation to provide services of the highest quality and efficiency. To this end, the City and the Union affirm their joint responsibility to endeavor to promote harmonious labor/management relations.
  
- B. The City intends to meet its obligation under the California Occupational Safety and Health Act and shall adopt and use safeguards, devices and practices, reasonably adequate to render employment safe. The Union agrees to assist the City by working in concert with management to encourage employees to work safely.

**4.01 Association Use of City E-Mail System**

The Union may be permitted to use City e-mail for the following purposes:

- Notice of Union meetings and agendas
- Notice of Union sponsored events
- Notice of Union elections
- Reports from Union committees
- Rulings and discussion of Union policies
- Union newsletters
- Other official Union business as may be necessary and which conforms to the guidelines outlined below.

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 transmitted by City e-mail. 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 cancel its provisions and revoke the Union's privilege to use the City's e-mail system pursuant to this section.

The parties agree to discuss any conflicts that may arise.

## **SECTION 5.00 - UNION RECOGNITION/AGENCY SHOP**

### **5.01 Recognition**

Pursuant to the Meyer-Milias-Brown Act and the City's Personnel Rules and Regulations, the Union is certified as the recognized employee organization representing regular, full-time Firefighters, Fire Engineers, Fire Captains, Deputy Fire Marshal, and Fire Prevention Inspector(s).

### **5.02 Payroll Deduction**

#### 5.02.01 Payroll Deductions

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

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

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

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

#### 5.02.02 Union's Certification

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



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

### **5.03 Indemnification**

The Union shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under Section 5.02, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Union's certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by the Union.

In the event any such action or proceeding is brought against the City by reason of any such claim, the Union, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Union agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Union's actions or inactions under Section 5.02.

### **5.04 Union Notification**

Except in cases of bona fide emergencies, the Union 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 and confer with the City representative prior to its adoption.

## **SECTION 6.00 - 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-Milias-Brown Act, as amended, not covered herein without first having met and conferred with the Union. 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 Union.

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 7.00 - NO DISCRIMINATION**

The City and the Union agree to adhere to the City Council policies pertaining to equal employment opportunity and discriminatory harassment as listed in Exhibits A & B, as well as applicable Federal and State discrimination laws.

## **SECTION 8.00 - WORK WEEK/SHIFTS/ASSIGNMENTS**

### **8.01 56 Hour/Week Schedule**

#### **8.01.01 Work Week**

The work week shall average 56 hours.

#### **8.01.02 Shifts**

On-duty shifts shall commence at the hour of 7:00 a.m. and shall be completed at 7:00 a.m. the following day.

#### **8.01.03 Time Released**

Employees shall not be released from duty at the end of a shift until the employee is relieved by a shift-employee replacing the position then held by such employee unless otherwise directed by management personnel.

### **8.02 40 Hour/Week Schedule**

#### **8.02.01 Work Week**

The work week for employees assigned to a 40-hour/week schedule shall typically consist of five consecutive days totaling 40 hours. An alternate work schedule (such as a 4-10 plan) may be assigned by the Fire Chief.

#### **8.02.02 Schedule**

The Fire Chief shall assign starting and quitting times to these employees to meet operational needs. Affected employees will be notified five (5) working days in advance of changes in work schedules. This shall not preclude the City from effecting schedule changes due to operational needs, overtime or emergency work.

### **8.03 Job Assignment**

#### **8.03.01 Fire Prevention Assignment**

An employee may be temporarily assigned from a fire suppression position to a fire

prevention position. Such a temporary assignment may be no longer than six (6) months in duration and an assignment may not occur more than once in a two (2) year period. Assignment duration may exceed a six (6) month period in cases of bona fide medical/disability condition of employee or upon mutual consent.

#### **8.03.02 Marine Rescue Captain Assignment**

A Captain may be temporarily assigned from a fire suppression position to the Marine Rescue Division. Captains assigned to the Marine Rescue Program will be allowed to work an alternate 40 hour per week work schedule. This assignment will not exclude this employee from overtime shift work in accordance with Fire Department policies, procedures, and practices. The Marine Rescue Captain Assignment will be in accordance with the parameters set forth in the Santa Cruz City Fire Department Shift and Station Bidding Procedure.

#### **8.04 Staffing**

Staffing will be in accordance with Policy and Procedure Manual, Article 6, Section #6-5 *Equipment Staffing*.

#### **8.05 Shift and Station Bidding**

Shift and Station bidding will be in accordance with the Department's "Shift and Station Bidding Procedure."

#### **8.06 Vacancy Bidding**

Vacancy bidding will be in accordance with Policy and Procedure Manual, Article 4, Section #4-12 *Vacancy Bidding*.

### **SECTION 9.00 - PERSONNEL ACTION**

#### **9.01 Performance Evaluations**

It is compulsory that all regular employees receive an annual written performance evaluation from their supervisor. All original appointments (newly hired Firefighters) will be evaluated as follows:

Regular employees will be evaluated annually on their merit review date.

##### **Employees Hired on or after 12/1/18**

First (1<sup>st</sup>) evaluation: at completion of six (6) months of regular service following completion of Academy

Second (2<sup>nd</sup>) evaluation: at completion of probation, twelve (12) months of regular service following completion of Academy

Third (3<sup>rd</sup>) evaluation: at completion of 18 months of regular service following completion of Academy.

Subsequently, a performance evaluation will be conducted twelve (12) months after the date of the third (3<sup>rd</sup>) evaluation; this date becomes the employee's annual evaluation date.

#### **9.02 Probation**

##### **9.02.01 Probationary Period**

A. All original appointments (newly hired Firefighters) shall be subject to a probationary period that begins on the first day of regular City employment and ends twelve (12) months after the successful completion of the Fire Academy.

B. All promotional and re-hire appointments shall be subject to a probationary period of twelve (12) months from the date of promotion or the date of re-hire.

Any time spent by a probationary employee on unpaid status shall not be counted as qualifying service toward completion of the probationary period.

**9.02.02 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.

**9.02.03 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 promotion occurred; unless the rejection is due to discharge in which case no reinstatement shall occur.

**9.02.04 Extension of Probation**

All efforts will be made to sufficiently evaluate the probationary employee during the assigned period, which includes time spent in the Fire Academy. 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.

**9.03 Personnel Files**

There shall be only one official personnel file which shall be maintained in the City's Human Resources Department. Employees shall have the right to review their personnel files or authorize, in writing, review by their representatives. No adverse material will be placed in an employee's personnel file without prior notice and a copy given to the employee. Employees may, within thirty (30) days of receipt of these, cause to be placed in their personnel files responses to adverse material inserted therein.

**SECTION 10.00 - PAY RATES AND PRACTICES**

**10.01 Salary Steps**

The classifications in the unit shall be assigned salary ranges that increase by 6% between steps.

**10.01.01 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 Fire Chief, based on the employee's advanced qualifications for the position and such recommendation is approved by the Director of Human Resources and City Manager.

Promoted employees shall receive a minimum six percent (6%) increase. If such increase does not result in them being placed at least at the first step of the new classification's salary range they will be placed at the first step of the new classification's salary range. If such increase results in them being placed within the salary range of the new classification but between existing steps, they will be placed at the next higher step in the new range.

#### **10.01.02 Advancement Within the Range**

A. Advancement within a classification's salary range shall normally be granted on the employee's scheduled merit review date. Such advancements shall be based solely on meritorious job performance as documented by a satisfactory performance evaluation and successful completion of department required training standards.

#### **B. Employees Hired between 1/1/18 and 11/30/18**

All original appointments (newly hired Firefighters) are eligible for their first merit increase at the end of the first six (6) months of regular employment with the City (including time spent in the Academy). All original appointments (newly hired Firefighters) are eligible for their second merit increase after completion of 18 months of regular service (including time spent in the Academy). 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 employee is promoted or the top of the salary range is attained.

#### **Employees Hired on or after 12/1/18**

Merit increase dates are aligned with evaluation dates. All original appointments (newly hired firefighters) are eligible for their first merit increase at the end of their first (6) months of regular employment with the City following completion of the Academy. All original appointments (newly hired firefighters) are eligible for their second merit increase after completion of 18 months of regular employment with the City following completion of the Academy. 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 employee is promoted or the top of the salary range is attained.

C. Merit increases shall normally be from one pay step to the next higher pay step. Increases of greater than one (1) step may, however, be recommended by the Fire Chief when exceptional performance has been demonstrated by the employee. Such step increases must be approved by the City Manager.

D. A merit increase may be denied by the Fire Chief when an employee's job performance falls below the acceptable work standards for the duties assigned. The Fire Chief 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 (1) year on a paid status from the original review date.

- E. An employee's scheduled merit review date shall be adjusted for any time spent by the employee on unpaid status.
- F. Upon receipt of satisfactory annual evaluation, the effective date for a merit increase shall be the first day of the pay period which includes the employee's merit review date.

## **10.02 Salary**

- Effective the pay period that begins on September 21, 2019, the salary for all bargaining unit members shall be increased by an additional three percent (3%).
- Effective the pay period that begins on September 19, 2020, the salary for all bargaining unit members shall be increased by an additional two percent (2%).
- Effective the pay period that begins on September 18, 2021, the salary for all bargaining unit members shall be increased by an additional two percent (2%).
- Effective the pay period that begins on September 18, 2021, a new top Step "H" will be added to the Salary Compensation Plan. The new Top Step "H" shall be six percent (6%) above Step "G." Employees will progress to the new Top Step "H" in accordance with the procedures in Section 10.01.02 – Advancement Within the Range.

## **10.03 P.E.R.S.**

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

This section 10.03.01 shall apply to employees 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 employees covered by this section 10.03.01 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**

The 3.0% @ 50 pension formula shall be available to all employees covered by this section 10.03.01 who are contributing members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section 10.03.01.

#### **C. Required Employee Contribution**

Members covered by this section 10.03.01 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.

D. Additional Required Employee Contribution

In addition to the required employee contribution, starting with the pay period beginning September 26, 2015 members covered by this section 10.03.01 will contribute an additional 3.0% (total 12.00%).

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

This section 10.03.02 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 10.03.02 shall be based on the employee'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

The 3.0% @ 55 pension formula shall be available to all employees covered by this section 10.03.02 who are contributing members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section 10.03.02.

C. Required Employee Contribution

Members covered by this section 10.03.02 will contribute the employee contribution amount established by CalPERS for the 3.0% @ 55 pension formula. The required contribution amount was 9.0% as of the date of this MOU.

D. Additional Required Employee Contribution

In addition to the required employee contribution, starting with the pay period beginning September 26, 2015 members covered by this section 10.03.02 will contribute an additional 3.0% (total 12.00%).

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

This section 10.03.03 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 employees covered by this section 10.03.03 shall be based on the employee'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

The 2.7% @ 57 pension formula shall be available to all employees covered by this section 10.03.03 who are contributing new members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section 10.03.03.

Employees covered by this section 10.03.03 who are classic members as defined by CalPERS may be eligible for a different pension formula.

C. Required Employee Contribution

Members covered by this section 10.03.03 will contribute the employee contribution amount established by CalPERS for their pension formula. The required contribution amount for the 2.7% @ 57 was 12.75% as of the date of this MOU.

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

D. Additional Required Employee Contribution

In addition to the required employee contribution, starting with the pay period beginning July 6, 2013 members covered by this section 10.03.03 will contribute an additional 3.0% (total 15.75%).

**10.03.04 Retirement, All Employees**

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

**10.03.05 Sick Leave Conversion**

The City's contract with CalPERS includes the service credit for unused sick leave (Section 20965).

The Parties agree that the City will take all administrative steps necessary to conduct an actuarial study to allow employees the choice of selecting the CalPERS service credit option for employees retiring with at least twenty years of regular service and the ability to also elect to convert a maximum of 1,500 hours of their accrued sick leave (banked and unbanked) in 100 hour increments to an additional 1% contribution by the City towards the cost of their retiree medical benefits as defined by Sections 17.04.01 (Retiree Medical Plan) and 17.04.02 (Retiree Medical Incentive) of this memorandum. For example, the maximum conversion of 1,500 hours would equal a 15% increase in the City's contribution towards a retiree medical plan for a maximum 90% contribution. All restrictions and requirements of sections 17.04.01 and 17.04.02 apply to this sick leave incentive option including, but not limited to eligibility and plan availability.

**10.04 Overtime**

**10.04.01 56-Hour Work Week**

Overtime is additional time worked in excess of an employee's regular work shift. Overtime shall be paid at one and one-half (1 1/2) times the base rate of pay.

FLSA overtime is defined as all hours required by Management and actually worked by the employee, in excess of the maximum non-overtime hours allowed in the work period. (See Exhibit C for a listing of work periods and the maximum non-overtime hours for each work period.)



FLSA overtime shall be compensated in money at one and one-half (1½) times the employee's regular rate. The regular rate shall be as defined in the FLSA.

The City has the right to decide whether or not the Section 7 (k) exemption, as provided by the FLSA, shall apply. The City also has the right to select the work period, as defined by the FLSA.

Firefighters, Fire Engineers, and Fire Captains, may choose, in lieu of overtime payment, to have overtime hours worked converted to a compensatory time bank at the rate of one and one-half time the hours worked. Employees' compensatory time bank shall not exceed one-hundred-twenty (120) hours.

The use of compensatory time off shall be in accordance with Fire department policy 4-13 *Vacation Selection Process for Shift Personnel* (see attached Exhibit D).

Employees may receive payment for all accrued and unused compensatory time at the time of employment separation or promotion from a job classification represented by IAFF Local 1716.

#### **10.04.02 40-Hour Work Week**

Overtime shall be defined as all management authorized hours in a paid status in excess of forty (40) hours per week, which are contiguous with the employee's regular work schedule, excluding voluntary training. Overtime shall be computed at the rate of one and one-half (1½) times the base hourly rate or may be converted to compensatory time off at the rate of one and one-half (1½) times the hours worked.

Employees covered by the Fair Labor Standards Act shall be entitled to FLSA overtime which is defined as all hours required by management and actually worked by the employee in excess of forty (40) hours in a work period as defined by the City. FLSA overtime is compensated in pay or compensatory time off at one and one-half (1½) times the employee's regular rate of pay. The regular rate shall be defined in the FLSA.

A forty (40) hour employee with accrued compensatory time off shall be permitted to use such time within a reasonable period after making the request unless such time off will unduly disrupt the operations of the department. Compensatory time off shall not be allowed to accumulate beyond one hundred fifty (150) hours at any given time.

Employees may receive payment for all accrued and unused compensatory time at the time of employment separation or promotion from a job classification represented by IAFF Local 1716.

#### **10.05 Call Back**

Call back is defined as any time an employee is directed to work and actually works for a period not contiguous with his/her regular shift. Employees so directed shall be compensated at their applicable overtime rate of pay for a minimum of two (2) hours (see Section 10.04 to determine applicable overtime rate). Up to one-half (½) hour will be paid for travel on emergency callbacks.

Notwithstanding the foregoing, any employee called back to work by reason of a shift-trade between employees within the bargaining unit shall not receive the premium set forth herein.

## **10.06 Holidays**

### **10.06.01 56-Hour per Week Employees**

Employees shall receive a bank of 192 hours of holiday pay on the first day of the pay period that includes July 1 of each year. This amount will be pro-rated for new hires.

Pursuant to Fire Department policy 4-13 *Vacation Selection Process for Shift Personnel* (see attached Exhibit D), employees may use accrued holiday leave. Alternately, holidays shall be paid at a straight time rate. If paid, a separate check shall be issued for 96 hours (less any hours used to date in the fiscal year) on the first pay date in December and again for the remaining balance of hours on the second pay date in June.

Upon separation, employees shall receive the value of their unused accrued holiday leave. Accumulation of holidays shall not exceed 192 hours.

### **10.06.02 40-Hour per Week Employees**

Employees shall receive a bank of 88 hours of holiday pay on the first day of the pay period that includes July 1 of each year. During fiscal years when Christmas and New Year's Day are on or between Tuesday through Saturday, employees shall be credited with 88 hours. In fiscal years where Christmas and New Year's Day are on a Sunday or Monday, employees shall be credited with 80 hours. This amount will be prorated for new hires.

Pursuant to City policy, employees may use accrued holiday leave. Alternately, if paid, a separate check shall be issued for up to 40 hours in years we do not have the Christmas Eve or New Year's Eve half day holidays, or 44 hours in the years with the half-day holidays (less any hours used to-date in the fiscal year) on the first pay date in December and again for the remaining balance of hours on the second pay date in June.

Upon separation, employees shall receive the value of their unused accrued holiday leave. Accumulation of holidays shall not exceed 88 hours.

In addition, 40-hour per week employees shall accrue up to twenty-four (24) hours of floating holiday per fiscal year. Floating Holiday accrual will be on a monthly basis. Full-time employees shall accrue floating holiday at the rate of two (2) hours per month. Part-time employees shall accrue floating holiday on a pro-rated basis, given the ratio of their budgeted work schedule to full-time (e.g., all employees working in a 20 hour/week position shall receive one (1) hour of floating holiday each month).

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

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

## **10.07 Working Out of Classification**

The term “working out of classification” is defined as a management-authorized assignment on a temporary basis of an employee in a lower classification to a budgeted higher classification. Pay for working “out of classification” shall be as follows:

1. Employees so assigned will receive acting pay beginning the first day or shift of the assignment.
2. Acting Battalion Chief, Acting Fire Engineer, and Acting Captain shall be made for a minimum of six hours.
3. Acting Battalion Chief, Acting Fire Engineer, and Acting Captain, shall at a minimum, be paid a rate equal to a formal promotional assignment or 6% above the base rate.

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).

## **10.08 Special Project Pay**

A special project is a specific and unique assignment which exceeds the normally assigned duties and responsibilities of the employee’s job classification. Special projects typically require specialized knowledge, skills, education, training, abilities and/or responsibilities outside the scope of those normally required of the respective job classification.

Special projects may be employee initiated, or developed by the department. When appropriate, the department will post available special project assignments. All qualified employees may request an available special project. The Fire Chief or his/her designee shall select the most qualified and/or appropriate candidate from amongst those requesting the assignment. Employees proposing a particular special project may be given preferential consideration during the selection process for that respective special project.

The Fire Chief may assign up to ten (10) employees to special projects. Such assignments shall be made in writing and shall specifically state the expected outcome. The Fire Chief and the assigned employee shall discuss the project and mutually decide progress milestones and objectives. If mutual agreement cannot be reached, then the progress milestones and objectives shall be determined by the Fire Chief. Special projects may be terminated at the discretion of the Fire Chief.

An employee, so assigned by the Chief, shall receive 2.5% of his/her base pay while actually working on such project.

Special project pay does not affect, nor is it included in sick and vacation or other leaves of absence. These assignments will be included in PERS computations.

A listing of all current special projects and the respective employee(s) assigned each project, shall be maintained in the Fire Administration office. Said listing shall be made available to the Union and any employee upon request.

## **10.09 Special Detail**

Special detail is defined as an assignment in which the City is reimbursed by an event's sponsor, through the Finance Department, for fire services. Firefighters, Fire Engineers, or Fire Captains assigned to cover special detail will be paid a minimum of four (4) hours overtime at one and one-half (1½) times their hourly rate.

## **10.10 Bilingual Pay**

The City shall provide payment of five percent (5%) of base salary when the City certifies an employee as qualified and the position requires the use of bilingual language skills. This provision does not apply to the City translator.

## **10.11 Education Incentive**

Employees will be eligible for one of the following education incentives when the listed requirements have been met for that level and a request for the incentive has been sent to the Fire Chief for review and approval:

- I. Two percent (2%) of base salary (one of the following):
  - a. AA/AS Degree
  - b. Sixty (60) units of college credit and actively pursuing job related college work
  - c. State Fire Marshal's Company Officer Certification or Fire Officer Certification
  - d. Successful completion of the following courses:
    - i. Company Officer 2a: Human Resource Management
    - ii. Company Officer 2b: General Administrative Functions
    - iii. Company Officer 2c: Fire Inspections and Investigations
    - iv. Company Officer 2d: All Risk Command Operations
    - v. Company Officer 2e: Wildland Incident Operations
    - vi. Instructor I: Instructor Methodology
    - vii. Instructor II: Instructor Development
    - viii. Instructor III: Instructor Program Management
    - ix. S-290: Intermediate Fire Behavior (classroom version)
    - x. S-231: Engine Boss
  
- II. Four percent (4%) of base salary (one of the following):
  - a. BA/BS Degree
  - b. State Fire Marshal's Chief Fire Officer Certification or Chief Officer Certification
  - c. Successful completion of the following courses:
    - i. Chief Fire Officer 3a: Human Resource Management
    - ii. Chief Fire Officer 3b: Budget & Fiscal Responsibilities
    - iii. Chief Fire Officer 3c: General Administration Functions
    - iv. Chief Fire Officer 3d: Emergency Service Delivery Responsibilities
    - v. ICS-300: Intermediate ICS for Expanding Incidents (classroom version)
    - vi. S-404: Safety Officer
    - vii. S-330: Strike Team Leader
    - viii. S-234: Ignition Operations
    - ix. S-270: Basic Air Operations
    - x. L-380: Fireline Leadership
    - xi. L-336: Tactical Decision Making in Wildland Firefighting

Course equivalencies for required courses are acceptable from recognized training organizations like, but not limited to, State Fire Marshal, CalFire, National Fire Academy, Federal Emergency Management Agency, Emergency Management Institute, US Forest Service, California Specialized Training Institute, National Wildfire Coordinating Group, and the International Association of Firefighters.

If the above listed courses are no longer offered, an equivalent course will be substituted upon mutual agreement of the Fire Chief and Local 1716 President.

## **10.12 Longevity**

Upon completion of six (6) years of continuous regular service, employees shall receive a two-and-one-half percent (2½%) longevity pay increase.

Upon completion of fifteen (15) years of continuous regular service, employees shall receive an additional two percent (2%) longevity pay increase for a total of four-and-one-half percent (4.5%).

Upon completion of seventeen (17) years of continuous regular service, employees shall receive an additional 2% longevity pay increase for a total of 6.5%.

Upon completion of twenty (20) years of continuous regular service, employees shall receive an additional two percent (2%) longevity pay increase for a total of eight-and-one-half percent (8.5%).

Upon completion of twenty-two (22) years of continuous regular service, employees shall receive an additional two percent (2%) longevity pay increase for a total of ten-and-one-half percent (10.5%).

Effective September 19, 2020, upon completion of ten (10) years of continuous regular service, employees shall receive an additional two percent (2%) longevity pay increase for a total of four-and-one-half percent (4.5%).

Effective September 19, 2020, upon completion of fifteen (15) years of continuous regular service, employees shall receive an additional two percent (2%) longevity pay increase for a total of six-and-one-half percent (6.5%).

Effective September 19, 2020, upon completion of seventeen (17) years of continuous regular service, employees shall receive an additional two percent (2%) longevity pay increase for a total of eight-and-one-half percent (8.5%).

Effective September 19, 2020, upon completion of twenty (20) years of continuous regular service, employees shall receive an additional two percent (2%) longevity pay increase for a total of ten-and-one-half percent (10.5%).

Effective September 19, 2020, upon completion of twenty-two (22) years of continuous regular service, employees shall receive an additional two percent (2%) longevity pay increase for total of twelve-and-one-half percent (12.5%)

### **10.13 Paramedic Program**

- A. Each employee who is licensed by the State of California, accredited by the County of Santa Cruz as a paramedic, and assigned to front-line or support duty shall be eligible for paramedic pay.
- B. Paramedic pay shall be an amount equal to 10% of top step Firefighter salary.
- C. The department will make every effort to ensure continuing education will be provided on duty. However, subject to approval of the Fire Chief, continuing education may be provided off duty, compensated by approved overtime or compensatory time off.
- D. Support medic pay shall be an amount equal to seven percent (7%) of base salary.

### **10.14 Emergency Medical Technician**

Each employee who is certified in the County of Santa Cruz as an Emergency Medical Technician-D shall be compensated an additional 3% of employee's base salary. (EMT-D pay will not be payable to those employees receiving paramedic pay.)

### **10.15 Paramedic Premium Pay for Marine Safety Administrative Captain**

Paramedic premium pay for the Marine Safety Administrative Fire Captain will be ten percent (10%) of the top-step pay of the firefighter position.

### **10.16 Rescue Swimmer Assignment and Compensation**

The Rescue Swimmer program will be administered in accordance with Santa Cruz Fire Department policies and procedures.

Employees designated as Rescue Swimmers in accordance with departmental policies and procedures will receive an incentive equal to five percent (5%) of their base salary.

### **10.17 Haz-Mat Technician Assignment and Compensation**

Employees designated as haz-mat technicians in accordance with departmental policies and procedures will receive an incentive equal to five percent (5%) of their base salary.

### **10.18 On-Call Fire Investigator Assignment and Compensation**

On-call Fire Investigator assignments will be made in accordance with Santa Cruz Fire Department Policy and Procedure Manual Article #2, #B2-4 (On-Call Fire Investigator Assignment).

Compensation for on-call Fire Investigator assignments is as follows:

- A. For every weekday covered, a stipend equal to 1 ½ hours of "C" step Deputy Fire Marshal pay shall be provided.
- B. For every weekend day covered (24 hour period) a stipend equal to 2 hours of "C" step Deputy Fire Marshal pay shall be provided.

- C. For every City designated 8-hour holiday covered (24 hour period), a stipend equal to 4 hours of “C” step Deputy Fire Marshal pay shall be provided and an additional 4 hours will be credited to the employee’s accrued compensatory time balance.
- D. For every City designated 4-hour holiday covered (24 hour period), a stipend equal to 2 hours of “C” step Deputy Fire Marshal pay shall be provided and an additional 2 hours will be credited to the employee’s accrued compensatory time balance.
- E. When an on-call Fire Investigator is dispatched or activated, the pay rate will revert to 1 ½ the employee’s base pay rate as “emergency call back”.

## **SECTION 11.00 - SICK LEAVE**

### **11.01 Definition**

The purpose of this section is to provide paid leave time to be used by employees in the event of a non-work related illness, injury, preventive healthcare, care of an existing health condition, as victims of domestic violence, sexual assault or stalking, or the medical necessity of others as specified below. Sick leave shall not be construed to be a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity herein set forth.

### **11.02 Accrual**

#### **11.02.01 24-Hour Shift Personnel**

All 24-hour shift personnel shall accrue sick leave at the rate of 12 hours for each full month of continuous regular service in which the employee has worked or has been in authorized leave of absence with pay.

#### **11.02.02 40-Hour per Week Personnel**

All 40-hour per week personnel shall accrue such leave at the rate of 8 hours of each full month of continuous regular service in which the employee has worked or has been in authorized leave of absence with pay.

#### **11.02.03 Paid Status**

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

### **11.03 Limitations**

- A. To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor in the manner provided in the departmental rules and regulations.
- B. Where absence is for more than two 24-hour shifts, the employee shall furnish proof of illness as may be required by the Fire Chief.

For 40-hour week employees, the Fire Chief 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 Director of Human Resources may have an employee examined by a City-selected physician. The City shall pay the cost of any such medical exam.

- C. Up to 72 hours for 24-hour shift personnel and 48 hours for 40-hour week personnel 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 who is ill or injured, or for preventive care, care of an existing health condition, or if they are a victim of domestic violence, sexual assault or stalking. Immediate family is defined as parent, spouse, child, father, mother, brother, sister, registered principal domestic partner, step-father, step-mother, grandparent, grandchild, or close relation residing in the employee's household. This seventy-two (72) or forty-eight (48) hour limitation may be extended by the City Manager with good cause.

#### **11.04 Sick Leave Incentive**

##### **11.04.01 56-Hour per Week Employees**

56-hour per week employees who have accumulated sick leave above 900 hours as of December of each calendar year, will be able to choose among the following options:

1. To receive a cash pay-off of all hours in excess of 900 at the rate of 33% of their current rate of pay.
2. To "bank" all hours in excess of 900. Banked hours may not later be converted to cash, and will be used as sick leave only when all other sick leave is exhausted and/or converted to service credit upon adoption of the credit for unused sick leave option.

##### **11.04.02 40-Hour per Week Employees**

40-hour per week employees who, as of December 31 of each year, have accumulated more than 400 hours of sick leave will be asked to choose among the following options:

1. To receive a cash pay-off of all hours in excess of 400 at the rate of 33% of their current rate of pay.
2. To "bank" all hours in excess of 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 and/or converted to service credit upon adoption of the credit for unused sick leave option.

Employees who have an excess of 400 hours of unbanked sick leave at the time of separation from the City will be paid-off for these excess hours at the rate of 33% of the employee's current rate of pay.

#### **SECTION 12.00 - VACATION**

Vacation accrual will be on a monthly basis beginning at date of hire. Accumulated vacation time may not exceed twice the annual rate of accrual unless prior written authorization for a specified amount is received from the City Manager or Director of Human Resources. Upon authorization by a Battalion Chief, a probationary employee may use accrued vacation leave.



The Vacation Selection Process for Shift Personnel will follow Article #4-13, revised September 21, 2015, of the Santa Cruz Fire Department Policy and Procedure Manual (see attached Exhibit D).

## **12.01 Accrual**

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

### **12.01.01 40-hour/week schedules**

Up to 5 years (inclusive):	80 hours for each year of continuous regular service
6 to 10 years (inclusive):	120 hours for each year of continuous regular service
11 or more years:	120 hours for each year of continuous regular service, plus 8 hours for each additional year of continuous regular service after ten (10) years to a maximum of 160 hours per year.

### **12.01.02 56-hours/week schedules**

Up to 5 years (inclusive):	12 hours for each month of continuous regular service
6 to 10 years (inclusive):	18 hours for each month of continuous regular service
11 or more years:	18 hours for each month of continuous regular service, plus one hour for each additional year of continuous regular service after ten (10) years to a maximum of twenty-four (24) hours per month.

## **12.02 Illness During Vacation**

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

## **12.03 Union Leave Bank**

### **1. Transfer of Accrued Vacation to Union Leave Bank**

In the first full pay period of January of each year, each active bargaining unit employee will contribute to the Union Leave Bank by donating six (6) hours of his/her accrued vacation leave (four (4) hours for forty (40) hour per week employees). The contribution will be deducted from each employee's accrued vacation leave, and the total dollar value of those hours, using the employee's actual hourly rate, will be credited to the Union Leave Bank.

Unless an employee has at least six (6) vacation hours available (four (4) hours for forty (40) hour per week employees), no deduction will occur nor will a deduction occur at any time prior to the next calendar year leave bank transfer. In addition, employees hired during the year will have no deduction until the following calendar year's leave bank transfer. Employees separating employment during the year will receive no credit for or return of the hours contributed to the Union Leave Bank.

The number of hours deducted from each employee's accrued vacation leave may be adjusted from year to year as necessary with written notification from the Union to the City.

2. Carry Over of Unused Funds

If there are any unused amounts in the Fire Union Leave Bank at the end of the fiscal year, these amounts will carry over to the following year.

3. Usage of the Union Leave Bank

When a bargaining unit employee has received the appropriate approval to be absent from his/her scheduled shift(s) to attend conferences related to a union-related function, payment of the employee(s) wages covering for the shift(s) will be made from the Union Leave Bank. The employee will be paid at an FLSA adjusted overtime rate. No 'acting pay' will be added to the union coverage overtime rate. There will be no compensatory time bank established for this purpose. Coverage time will be paid time. The employee absent from work on union business shall receive pay for their regularly scheduled shifts.

4. Authorization for use of the Union Leave Bank

An employee seeking to be absent from work pursuant to this section must receive written approval from a union officer and present the request seven (7) days in advance to the Deputy Chief who shall confirm that there are sufficient funds in the Union Leave Bank to cover the absence. Approval for use of the leave will be denied if there are insufficient funds in the Leave Bank to pay for the coverage of shifts during the proposed absence.

5. Shift Coverage

The Battalion Chief shall ensure a replacement is secured to cover the shifts resulting from an approved Union Leave absence, pursuant to the current practice for obtaining shift replacements. In the event Union Leave is sought at a time when there are inadequate funds in the leave bank to cover the leave, employees may seek a shift-trade in accordance with current policy and practice, or the Union may deposit an amount sufficient to cover the inadequacy into the Leave Bank account.

6. Time Card Coding

Employees absent on Union Leave and employees covering for employees absent on Union Leave shall code their time cards accordingly. The employee absent from work shall code his/her time card using a pay code edit, 166 – Union Business and number of duration hours. He/she must delete the pre-populated schedule for the expected duration of the union business. The employees covering for employees absent on union leave shall transfer their time to a "021 - Overtime Union Coverage" work rule.

7. Quarterly Reports

The Fire Department shall provide a report to the Union on a quarterly basis indicating the amounts used during the calendar year as well as the remaining balance of the Union Leave Bank.

8. Disclaimer of Liability

The City assumes no responsibility for how the leave time is used. Time spent on Union Leave is not considered time worked for purposes of worker's compensation.

9. Overtime

Time spent on Union Leave is not counted as time worked for purposes of calculating overtime. Time spent by employees covering for those on Union Leave is counted as time worked for purposes of overtime.

10. No Waiver of Rights

Nothing in this section shall supersede the Fire Chief's duty to maintain management control over shifts to ensure that the daily operation of the Fire Department and emergency situations are adequately covered.

**SECTION 13.00 - BEREAVEMENT LEAVE**

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

A leave of absence with pay of up to twenty-four (24) hours per incident is available to an employee in the event of a death in the employee's immediate family which shall, for the purpose of this article, include spouse, parent, son, daughter, grandparent, sibling, mother or father-in-law, registered Principal Domestic Partner, grandchild of the employee or spouse, son-in-law, daughter-in-law, grandparent-in-law, brother-in-law, sister-in-law, or a close relation residing in the employee's household. In rare cases when the employee and the deceased have 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.

**SECTION 14.00 - LEAVES OF ABSENCE**

**14.01 Unpaid Leaves of Absence**

**14.01.01 Medical or Personal Leave**

A 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. Approval of all such leaves of absence is at the sole discretion of management. 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 and may not exceed a total of twelve months. No vacation, holidays, sick leave, or any other paid benefit shall be accrued or earned during such leave. All requests for unpaid leaves of absence must be made in writing and include specific begin and end dates for the leave.

**14.01.02 Pregnancy Disability Leave**

An employee may take a leave of absence 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 Fire Chief 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 Fire Chief 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 those 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, not to exceed one (1) year total, may be approved by the City Manager or his designee after consideration of the nature of the request and the operational needs of the department.

Upon return to work, the employee shall be assigned to the same classification and like assignment whenever possible and in accordance with applicable leave laws.

#### **14.01.03 Family Leave**

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks, (continuous or cumulative), per twelve-month calendar year period. Effective January 1, 2016, 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.

Conditions covering the leave shall include the following:

- A. Eligible employee means having been employed by the City for twelve (12) months and has worked for at least 1,250 hours during the twelve-month period immediately preceding the commencement of the leave.
- B. Medical verification is required for employee or ill family member for medical leave period.

- C. Employees are required to give at least thirty (30) days written notice in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much written notice as is practicable.
- D. Employees are required to use accrued vacation as a part of the family leave period. Use of sick leave is not required, but may be used pursuant to the applicable provisions of the Memorandum of Understanding.
- E. Pregnancy disability is not covered under this section and is covered by the California Fair Employment and Housing Act which allows up to four (4) months of leave depending on the actual disability (see Section 14.01.02).
- F. Employees retain “employee” status while on family care leave. The leave does not constitute a break in service for purpose of longevity, and/or seniority. Upon return to work, employee will be reinstated to an equivalent position (same classification) with equivalent pay and benefits.
- G. Any request for additional leave may be made pursuant to Section 14.01. Requests for leave time using multiple time off provisions may not exceed the total amount allowed pursuant to Section 14.01.
- H. 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.
- I. Any other conditions or interpretations of the leave shall be based upon the Federal Family and Medical Leave Act and the California Family Rights Act.

**14.01.04 Continuation of Insurance Benefits During Unpaid Leaves of Absence**

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

- A. Personal Leave  
The City shall continue to pay benefit premiums during a personal leave of less than thirty (30) calendar days. For leaves of more than thirty (30) calendar days, employees may continue premium payments at their own cost, in accordance with appropriate PERS medical plan provisions.
- B. Medical Leave  
The City shall continue to pay benefit premiums during the entire length of a medical leave of absence.
- C. Family Leave  
Benefit premiums shall be made in accordance with the Federal Family and Medical Leave Act and the California Family Rights Act. Under 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.

## **14.02 Paid Leaves of Absence**

### **14.02.01 Paid Birth/Adoptive Leave**

An employee is entitled to forty-eight (48) hours leave with pay at or about the time of the birth of the employee's child or at the time of adopting a child. The paid leave shall be within two (2) months of the birth or adoption. This leave will be considered a part of the time allotted to family leave as authorized in Section 14.01.03.

### **14.02.02 Military Leave**

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 (or 10 shifts per year for 24 hour personnel). The employee must give his/her supervisor forty-eight (48) hours advance notification of the need for such leave and must present a copy of the "notice" for such duty. All other military leaves shall be granted pursuant to relevant state and federal statutes.

## **SECTION 15.00 - UNIFORMS, LINENS, AND PERSONAL PROPERTY**

### **15.01 Uniforms**

- A. The City and Union agree unit employees will comply with departmental standards with regard to appearance and cleanliness. To this end, the City agrees to pay the cost of cleaning department authorized uniforms. For this purpose, the City will establish an account at a dry cleaning establishment located within the city of Santa Cruz. For its part, the Union agrees its members will a) deliver and retrieve uniforms from the dry cleaning establishment, and b) do so during non-working hours. However, under exceptional circumstances, subject to the approval of the Fire Chief or his representative, uniforms may be delivered or retrieved during working hours.

The City and Union believe it is counterproductive at this time to establish minimum or maximum number of cleanings authorized by this section. It is understood, however, the Fire Chief and/or Union will monitor this program and advise the other party if any problems materialize.

- B. The City agrees to replace uniforms on an as-needed basis, as determined by the Fire Chief. It shall be the responsibility of each unit employee to arrange for purchasing, fitting, pick up, delivery, return, repair and control of uniform items.
- C. The parties agree that, for PERS reporting purposes, the value of the cleaning service is four hundred and sixty-eight dollars (\$468.00) per year. Employees shall pay the employee PERS cost of the value of cleaning service. Such payment shall be made through a payroll deduction out of her/his paycheck each pay period. The amount of the deduction shall be determined by multiplying the employee's PERS contribution rate by eighteen dollars (\$18.00).

### **15.02 Linens**

The City agrees to provide clean sheets, pillow cases, and towels for use by unit employees

every two shifts. The City agrees to retain a linen service to clean the aforementioned items.

### **15.03 Personal Property**

Employees will be reimbursed for the loss, repair or replacement of personal property damaged in the course of employment and performance of their assigned duties.

The option to repair or replace damaged items, and to determine whether replaced property will be returned to the employee, rests with the City.

The intent of this regulation is to permit reimbursement for the repair or replacement of such items as eyeglasses, hearing aids, dentures, watches or personal professional equipment if necessarily worn or carried by the employee in the course of his/her employment. Reimbursement shall be authorized only when the damage is caused by extraordinary circumstances, which arise out of employment, and not from normal hazards or ordinary wear and tear. This policy extends to both field and office personnel. A maximum of \$75.00 per incident shall be paid for this purpose.

## **SECTION 16.00 - MISCELLANEOUS PROVISIONS**

### **16.01 Additional Duties**

All Firefighters shall be expected to perform work as assigned by the Fire Chief or his/her designated representative in connection with or related to firefighting, its equipment, apparatus and attendant facilities; fire prevention duties; station housekeeping, maintenance and repair; and, such other duties which are reasonably related to the above.

### **16.02 Miscellaneous Employment**

No outside employment in conflict with firefighting duties or ordinances, Council resolutions or orders shall be allowed without the express permission of the Fire Chief or his designated representative. Notification of outside employment shall be made pursuant to Fire Department administrative directive.

### **16.03 Promotions**

The City and the Union agree that it is desirable that a highly trained professional fire prevention and fire suppression force should be developed and maintained. To that end, it is agreed that the Fire Chief or his/her designated representative shall assist personnel in the development and fulfillment of a training plan which helps them prepare for promotional positions as they become vacant.

### **16.04 Layoff Policy & Procedure**

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

#### **16.04.01 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 a 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.

#### **16.04.02 Bumping**

Bumping is defined as a voluntary movement of an employee to be laid off from his/her current classification to a previously held lower classification or reclassified position held by an employee with less seniority. Bumping privileges may be exercised within the Fire 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.

#### **16.04.03 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) days of receiving their layoff notice.

#### **16.04.04 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 his/her 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.

### **16.05 Consolidation Merger**

The City agrees that it will give advance notice and provide the opportunity for the Union to meet and confer on the impact of any consolidation/and or merger which involves unit employees.

This section shall not restrict the rights of the department to relocate units, realign districts or to alter organization objectives of the merged departments. The Union will be involved in discussions authorized by the involved agencies concerning the merger as it relates to this agreement.

### **16.06 Tuition Reimbursement**

The City shall reimburse employees up to \$350 per fiscal year for tuition and books upon successful completion of City-approved college or university courses.



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

**16.07 Captain/Engineer Promotional Exam**

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

**SECTION 17.00 - BENEFITS**

**17.01 Medical Plan/Flexible Benefits**

The City will provide medical insurance through the California Public Employees’ Retirement System (CalPERS). The City will contribute a monthly amount to CalPERS pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA). 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 monthly City contribution to the cafeteria plan is the cost of the Blue Shield Access+ HMO Plan (for the Bay Area/Sacramento region) less the following employee contribution amounts:

Employee Only:	\$96.00
Employee & One:	\$118.04
Family:	\$121.50

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.

Each employee participating in a medical plan will make an additional \$48.00 contribution per pay period towards the cost of health care benefits. This pre-tax contribution is made during pay periods where employee deductions for health care benefits are taken (24 pay periods).

**17.01.01 Medical Waiver Benefit**

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.

**17.01.02 Optional Benefits**

Through the cafeteria plan, employees may also 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:

1. Additional life insurance
2. Accident protection insurance
3. Long Term Care Insurance

**17.02 Dental Plan**

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

	<u>In-PPO Network</u>	<u>Out-of-PPO Network (fees charged are usually higher)</u>
Annual Deductible	\$25 per person/\$75 per family per calendar year	\$25 per person/\$75 per family per calendar year
Annual Benefit Maximum	\$1,500 per person	\$1,500 per person
Preventive	100%	% of contract allowance
Basic Restoration (Fillings, root canals)	80%	% of contract allowance
Major Restoration (crowns)	50%	50% of contract allowance
Orthodontia	50% up to \$2,000 lifetime maximum per person, up to age 23	50% of contract allowance, up to \$2,000 lifetime maximum per person, up to age 23

**17.03 Vision Insurance**

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

Co-pays	\$15.00 (does not apply to contacts)
Exam:	100% every 12 months
Prescription Lenses	100% every 12 months
Frames	100% up to \$115 plus 20% off any out-of- pocket costs (\$65 at Walmart/Costco), every 24 months
Contacts	100% (in lieu of glasses) up to \$100, every 12 months

## **17.04 Retired Health Program**

### **17.04.01 Retiree Medical/CalPERS 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 a monthly contribution to CalPERS pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA), adjusted annually by CalPERS by the medical care component of the Consumer Price Index-Urban.

### **17.04.02 Retiree Medical Incentive**

In addition to the PEMHCA minimum monthly contribution that the City contributes for all employees in a CalPERS medical plan, employees currently on the City's retiree medical plan and future covered employees who receive a retirement from CalPERS 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 benefit in the amount of \$112.04, per month. This benefit will continue as long as the employee continues CalPERS medical coverage through the City of Santa Cruz and until such time as the retiree is eligible for Medicare or other Federal or State health programs, solely on account of age.

Employees who retire 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 highest CalPERS 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 17.04.01 (Retiree Medical/CalPERS Medical Plan)).

### **17.04.03 Disability Retirement before Eligible Age for Service Retirement**

Upon disability retirement before attaining the minimum age to be eligible for service retirement, an employee shall be reimbursed for unused sick leave through the provision of the City's retired health care plan for the employee only to the following limits, whichever occurs first: (1) up to the current value of the employee's sick leave accrual; or (2) until such time as the employee obtains primary health care coverage under another plan; or (3) until the employee is eligible for Federal or State medical programs. Once any of these limits are reached, the employee is no longer eligible for coverage under this plan.

The retiree shall notify the City in writing at such time as he/she is receiving primary coverage under another plan.

Two years after the date of retirement, if a retiree is still covered under the City's plan, he/she must provide the City with an affidavit stating that he/she is not receiving primary coverage under another plan. If the retiree fails to provide such an affidavit, the City has the right to cancel coverage with 30 days written notice.

To be eligible for this Retired Health Care Plan, the employee must have an accrued sick leave balance of 144 hours as of the effective date of disability retirement.

If an employee is medically declared to be totally disabled, the City shall provide the retired health plan to that employee until he/she is eligible for Federal or State medical programs,

regardless of the employee's sick leave balance.

In all cases, retired employees may purchase coverage for their dependents under this plan as long as they, themselves, remain eligible and are insured under the plan.

#### **17.05 Life Insurance**

The City shall contribute the full cost toward the City-sponsored \$30,000.00 basic term life insurance program.

#### **17.06 Long-Term Disability**

The City shall contribute 80% of the premium cost of the Union-sponsored long-term disability program, provided said program offered through California Association of Professional Firefighters Plan A, requires a sixty-day elimination period prior to receipt of benefits by employee. These contributions shall be reported as income to the employee.

The City shall continue its 80% contribution for the term of this agreement; except that it shall not be obligated to pay in excess of \$16.00 per month.

#### **17.07 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.

### **SECTION 18.00 - GRIEVANCE PROCEDURE**

#### **18.01 Purpose**

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

#### **18.02 Definitions**

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

#### **18.03 Limitations**

- A. A grievant may be represented by any representative of his or her choosing in preparing and presenting a grievance.
- B. No reprisal shall result against any employee who presents a bona fide grievance under this procedure.

- C. Time limits may be extended by written mutual agreement of the parties. Absent such agreement, grievances may be advanced to the next step if time limits are not met.
- D. A grievance shall be considered settled in favor of the other party if, at any step, a decision is not rendered or appealed within the specified time limit.
- E. Only upon mutual written agreement between the parties may Step I of the grievance procedure be waived.
- F. Grievances may, by mutual agreement in writing, be referred back for further consideration or discussion to a prior Step, or advanced to a higher Step of the grievance procedure. If a grievance is moved either forward or backward to another Step, the time limits at that Step shall be controlling shall begin on the date the parties agree to the move.

#### **18.04 Consolidation**

Concurrent grievances alleging violation of the same provisions shall be consolidated for the purpose of this procedure as a single grievance.

#### **18.05 Procedures**

##### **18.05.01 Step I**

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

##### **18.05.02 Step II**

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

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

1. Name of the grievant.
2. A brief statement as to the date, time and place of the occurrence on which the grievance is based and the facts as the grievant see them.
3. The specific provision of the M.O.U. or Personnel Rules and Regulations which the grievant alleges has been misinterpreted, misapplied or violated.
4. Steps taken toward informal resolution.
5. The action the grievant believes will resolve the grievance.

6. The name of any representative chosen by the grievant.
7. A copy of the written grievance, signed by the grievant, shall be presented at the time of the department head conference.

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

### **18.05.03 Step III**

If the grievance is not resolved, the grievant may, within five (5) workdays following receipt of the Fire Chief's or designee's response, appeal to the City Manager or his/her representative, stating in writing the basis for the appeal. The grievance may also be appealed if the department head fails to respond within fifteen (15) workdays after submission of the formal grievance.

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

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

### **18.05.04 Step IV**

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

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

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

The Arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, or to alter any wage rate or wage structure. The

decision of the Arbitrator shall be rendered after the evidence and arguments are presented to him/her by the parties in the presence of each other and in post hearing briefs if necessary. The decision of the Arbitrator shall be final and binding upon the parties.

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

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

## **SECTION 19.00 - DISCIPLINARY APPEALS PROCEDURE**

### **19.01 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.

### **19.02 Pre-Action Procedure**

#### **19.02.01 Step I**

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

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

#### **19.02.02 Step II**

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

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

If, within the five-day appeal period, the employee involved does not file such appeal, unless good cause for the failure is shown, the Fire Chief's decision shall be final and shall take

effect as prescribed.

### **19.03 Post-Action Appeal**

#### **19.03.01 Step III**

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

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

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

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

#### **19.03.02 Step IV**

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

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

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



For disciplinary action which results in a suspension of three (3) days or less, the losing party shall pay for the cost of the arbitrator. For disciplinary action which results in a suspension of greater than three (3) days or demotion, reduction in salary or discharge, the arbitrator's expenses shall be borne equally by the parties. In either case, each party shall bear the cost of its own representation.

#### **19.04 Firefighters Procedural Bill of Rights Act**

During the period of this Memorandum of Understanding, the City and Union agree to adopt and comply with the Firefighter Procedural Bill of Rights Act, codified as California Government Code §§ 3250-3262, effective January 1, 2008.

#### **SECTION 20.00 - WRITTEN REPRIMANDS**

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

#### **SECTION 21.00 - SEVERABILITY**

This Memorandum is subject to all current and future applicable Federal and State laws, State regulations, California Constitution, and City of Santa Cruz, Charter, Resolutions, or Ordinances.

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

#### **SECTION 22.00 - RENEGOTIATIONS**

If the Union desires to negotiate a successor M.O.U., then the Union shall serve upon the City during April of the final year of the M.O.U., its written request to begin negotiations as well as its written proposals modifying the M.O.U. Negotiations shall begin within thirty (30) days from the date of receipt by the City of such notice and proposals.

**SANTA CRUZ FIREFIGHTERS**

**CITY OF SANTA CRUZ**

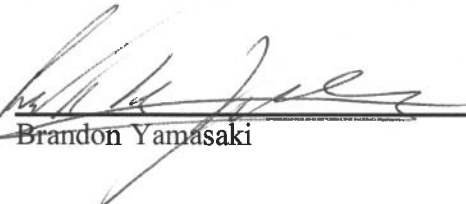
**I.A.F.F., LOCAL 1716**

**DATED:** 9/16/20

**DATED:** 9/17/20

  
Cody Muhly

  
Lisa Murphy

  
Brandon Yamasaki

  
Tim Davis

  
Andy Emhoff

  
Ed Carlson

  
Rich Thomas

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

## **EXHIBIT C**

Maximum Non-Overtime Hours Under the 7 (K) Exemption for Fire Protection Employees

### **WORK PERIOD (DAYS)    MAXIMUM NON-OVERTIME HOURS**

7	53
8	61
9	68
10	76
11	83
12	91
13	98
14	106
15	114
16	121
17	129
18	136
19	144
20	151
21	159
22	167
23	174
24	182
25	189
26	197
27	204
28	212

## **Exhibit D**

### **Santa Cruz Fire Department Policy & Procedures Manual Section 4-13 *Vacation Selection Process for Shift Personnel* (September 21, 2015)**

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**SUBJECT:** Vacation Selection Process for Shift Personnel

**PURPOSE:** Define departmental policy for scheduling vacations for shift personnel.

#### **A. General**

1. Regular vacations shall be scheduled at a minimum of one, and a maximum of six, tour periods. A tour period is interpreted as two consecutively scheduled 24- hour shifts.
  - First and second vacation picks shall be in accordance to A.1; subsequent picks may be taken in any number of consecutive shifts.
    - People who earn vacation which results in an annual accrual that includes a partial shift, e.g. 11 years @ 19 hours per month = 9.5 shifts; the .5 hours can be rounded up to a full shift by allowing the person in this example to draw 12 hours from their Accumulated Vacation bank and pick 10 shifts. This applies to fractional shift accrual only.
2. Three people may be scheduled off on each regular vacation per shift in accordance with B-2 below.
3. Battalion chiefs shall regulate and administer all leaves.
  - Battalion chief time off shall not affect the scheduling and/or use of time off by other shift personnel
4. Vacation Selection process will take place between October 1<sup>st</sup> and December 15<sup>th</sup> of each year for the following calendar year.
  - All vacation time must be earned before actually used and shall be taken in conformance with Rule 10.9 and 10.11 of the City of Santa Cruz Personnel Rules and Regulations.
5. Probationary firefighters may select vacation during the annual vacation selection process, provided the vacation does not commence until they are regular employees.
6. Upon completion of the annual vacation selection process, L1716 and Fire Management will generate a list of all dates in the upcoming calendar year on which three individuals have selected vacation on the same day. Once this list of dates has been established, should a L1716 member vacate a scheduled vacation on one of the listed dates, then other L1716 member will have the opportunity to take a Special Vacation on that vacated date so long as it does not result in more than three individuals off on vacation on the same date. Any Special Vacation selection shall be in accordance with Section C of the Vacation Policy (below).

#### **B. Scheduling of Vacations**

1. Vacations shall be chosen in order of seniority.
2. Each person will be allowed to select an amount of annual vacation time off which corresponds with the amount of vacation they will accrue during the next calendar year.
3. After official notification, members will be provided a maximum of 24 hours to select their first vacation pick, a maximum of 12 hours per person will be allowed for subsequent picks.
  - Failure to respond in allotted times will be considered forfeiture.
4. The amount of vacation extending into the next calendar year shall not exceed one-half of the consecutive vacation.

## Exhibit D

5. Members may cancel all or part of their selected vacation time within 48 hours, via (in order of preference):
  - Written notice to their respective B/C
  - Direct contact with their respective B/C
  - Direct contact with the on-duty B/C
  - The vacated tour(s) may be selected under the parameters of Section C of this policy.

### C. Special Vacations/Compensatory Time Off/Holiday

1. Special vacation shall be interpreted as vacation time requested subsequent to the completion of the October-December selection process, Special vacation requests shall be granted so long as there are not already two or more members scheduled for vacation on the requested dates.
2. Requests will be submitted to the battalion chief for approval.
  - Special vacation requests may be approved by the battalion chief as follows:
    - A. For special vacation requests with a commencement time greater than 24 hours away; multiple vacation requests submitted to the Battalion Chief over the same 24 – hour period (0700-0700), department seniority will be used to determine which individual's request will be honored.
    - B. For special vacation requests with a commencement time less than 24 hours away; the special vacation will be granted on a “first come, first served basis” with a phone call to the on duty Battalion Chief.
3. If, due to an operational need, a person is transferred to a different shift, the vacation they selected in the annual selection process will follow them to the new shift, and any special vacation selections that had been requested and approved prior to the operational movement, will follow them to the new shift.
4. Members taking Special Vacations can do so using accrued vacation hours, compensatory time off hours, or holiday hours.



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

Sorted by: Grade Description

Grade Code	Description	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
<b>Fire</b>										
601	DEPUTY FIRE MARSHAL	7,817 45.0980	8,286 47.8040	8,783 50.6710	9,310 53.7120	9,869 56.9370	10,461 60.3520	11,089 63.9750		
602	FIRE CAPTAIN	7,817 32.2130	8,286 34.1460	8,783 36.1940	9,310 38.3650	9,869 40.6690	10,461 43.1090	11,089 45.6960		
603	FIRE CAPTAIN-40 HR	7,817 45.0980	8,286 47.8040	8,783 50.6710	9,310 53.7120	9,869 56.9370	10,461 60.3520	11,089 63.9750		
604	FIRE ENGINEER	6,832 28.1540	7,242 29.8430	7,676 31.6320	8,137 33.5320	8,625 35.5430	9,142 37.6730	9,690 39.9310		
609	FIRE ENGINEER-40/HR	6,832 39.4150	7,242 41.7810	7,676 44.2850	8,137 46.9440	8,625 49.7600	9,142 52.7420	9,690 55.9040		
605	FIRE PREVENTION INSPECTOR I	5,883 33.9400	6,236 35.9770	6,610 38.1350	7,007 40.4250	7,427 42.8480	7,873 45.4210	8,345 48.1440		
606	FIRE PREVENTION INSPECTOR II	6,365 36.7210	6,747 38.9250	7,152 41.2620	7,581 43.7370	8,036 46.3620	8,518 49.1420	9,029 52.0900		
607	FIREFIGHTER	6,365 26.2290	6,747 27.8040	7,152 29.4730	7,581 31.2400	8,036 33.1150	8,518 35.1020	9,029 37.2070		
608	FIREFIGHTER - 40/HR	6,365 36.7210	6,747 38.9250	7,152 41.2620	7,581 43.7370	8,036 46.3620	8,518 49.1420	9,029 52.0900		

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

II-1B

TO: Department Heads

SUBJECT: RESPECTFUL WORKPLACE CONDUCT

PURPOSE

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

POLICY

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

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



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

I. **Definition**

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

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

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

II. **Responsibilities**

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

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

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

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

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

### III. **Retaliation**

The City maintains a strict stance of no tolerance for retaliation against anyone for bringing a complaint or participating in an investigation. Under no circumstances will anyone be disciplined, demoted, or otherwise retaliated against for reporting, disclosing, or bringing a Respectful Workplace Conduct complaint to the attention of the City. Employees found to have participated in retaliatory action in contravention of this policy shall, therefore, be subject to disciplinary action up to and including termination.

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

## **PROCEDURE**

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

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

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

- The name, address, and telephone number of the complainant.
- The specific disrespectful practice(s) or incident(s) that have occurred, including retaliation.
- The names of any persons thought to be responsible for the disrespectful behavior.
- The remedy the complainant is seeking as a result of the complaint.
- The name, address, and telephone number of the complainant's representative, if any.

## II. **Investigation**

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

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

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

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

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

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

#### **IV. Withdrawal of Complaint**

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

#### **V. Records**

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

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

#### **DEFINITIONS OF TERMINOLOGY**

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

**Aggressive:** Demonstrating unduly forceful behavior.

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

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

**Disrespectful Conduct:**

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

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

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

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

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

Insult: To use offensive or disrespectful epithets towards others.

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

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

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

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

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

Threatening: Acting in a deliberately frightening quality or manner.

## EXAMPLES OF BEHAVIORS

### **I. Examples of Respectful Behavior:**

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

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

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

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

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

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



# RESPECTFUL WORKPLACE CONDUCT COMPLAINT FORM

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

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

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

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

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

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

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

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

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

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

## SECTION III. Description of Complaint

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

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

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

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

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**SECTION IV. Confidentiality**

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

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

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

\_\_\_\_\_  
Date

*Internal Use Only:*

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

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

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